



TERMS AND CONDITIONS

GREGORY FAMILY ENTERPRISE Pty Ltd T/a ADVANCED SMOKE ALARMS - Terms and Conditions

Thank you for using our services (Services). The Services are provided by Advanced Smoke Alarms

ABN: 84 165 006 404), our contact details are:

Address: 345 Bayswater Road, Garbutt Queensland 4814

Phone: (07) 4795 7418

Email: admin@advancedsmokealarms.com

By using our Services, you are agreeing to these terms. Please read them carefully.

REFERENCE SCHEDULE

Item 1	Services	Smoke Alarm Installation, Service, Sales and Compliance
Item 2	Scope	Supply & Installation of Smoke Alarms – Sales of Smoke Alarms
Item 3	Fees	“AS QUOTED” All our prices are quoted exclusive of G.S.T.
Item 4	Deposit	“AS AGREED”
Item 5	Expenses	“AS AGREED”
Item 6	Payment Terms	“AS AGREED”
Item 7	Payment Method	Cash, Electronic Transfer of Funds, Credit Card, Eftpos Card

BACKGROUND

- A. ADVANCED SMOKE ALARMS is a Smoke Alarm service provider specialising in the sales, installation of Smoke Alarms.
- B. The Client requires the services of ADVANCED SMOKE ALARMS.
- C. ADVANCED SMOKE ALARMS has agreed to provide those services on the terms set out in this Agreement.



Smoke Alarms

Smoke Alarm Services

Our Smoke Alarm Services are available as either an annual Package subscription or as One -off-service Additional Services.

Packages

By purchasing an annual Package for an enrolled property we will clean and service smoke alarms in the enrolled property for a 12 month period and attend to any faulty, expired, damaged, missing, or beeping smoke alarms at that property.

During the applicable 12 month subscription period we will ensure that the smoke alarms and installations in the relevant property comply with smoke alarm legislation applicable in Queensland.

We are not a building surveyor, and do not know the relevant date that a property was built or renovated. Our trained technicians may use reasonable efforts to estimate the build date and building class of your property if applicable, but it is your responsibility to notify us of the date when the property was built or substantially renovated and its classification if relevant (see below What is a Smoke Alarm Compliance Report?).

QLD Smoke Alarm System Upgrades to 2022 Legislation

Our services are to assist our clients to comply with the Fire and Emergency Services (Domestic Smoke Alarms) Amendment Act 2016 (Qld) (2022 Legislation). From 1 January 2022, all domestic dwellings in Queensland must be fitted with smoke alarms that meet the requirements of the 2022 Legislation.

Advanced Smoke Alarms provides automatic quotes following inspections for all properties currently enrolled with us. You are not obliged to accept a quote from Advanced Smoke Alarms, but it may impact your compliance with the 2022 Legislation.

Alarms will be installed and replaced on a like for like basis in terms of power source. If there is no alarm present where required, a 10 year Photoelectric smoke alarm will be installed.

If a smoke alarm system in a property is upgraded by a third party provider, we may refuse to service the property if the quality of the new alarm(s) result in excessive alarm faults.

We do not replace faulty or expiring 240 volt or 10 year lithium battery alarms that have been installed by a third party provider to meet 2022 Legislation without your prior approval. Faulty alarms will be left on site for warranty purposes. This may impact smoke alarm compliance and incur further costs for re-attendance to comply.

Advanced Smoke Alarms recommends installing the same brand of alarm throughout a smoke alarm system. If a third party provider installs multiple brands in a system and all alarms are in date, functional and otherwise compliant, we will note the presence of multiple brands in the Smoke Alarm Compliance Report.



Repeat visits to a property to rectify any issues with its smoke alarm system that has been upgraded by a third party may incur further costs

24 Hour Emergency Service

24 Hour Emergency Service – 1300 851 916

We offer a 24 Hour Emergency Service.

Advanced Smoke Alarms will charge a call out fee if the smoke alarms have been tampered with or damaged by the tenant.

Cover Plates

We will have no obligation to make good any reasonable damage caused by the removal, relocation or installation of smoke alarms or smoke alarm installations.

If we are able to remove smoke alarm base plates and the location is still compliant for the installation of a smoke alarm we will endeavour to re-use or cover the existing screw holes with the new base plate.

If we cannot re-use or cover the existing screw holes, then the existing screw holes will be filled with gap filler and smoothed over as per our installation and removal policy and procedures.

Invoices

Invoices are immediately due and are payable within 30 days of issue and you will pay us the amount due as indicated by such invoices.

Advanced Smoke Alarms will invoice for the annual plan renewal fee on the month of the annual plan anniversary.

Our invoices may contain additional terms or requirements, which shall apply as though incorporated in this document.

Risk and Ownership

In relation to all products, materials, and Services, such as smoke alarms and smoke alarm installations, supplied by us, risk and title in the products, materials and Services will pass to you immediately on the earlier of: payment in full for the product or material or service as per our invoice to you; or upon delivery of the products or materials or services to you at the enrolled property.

Any products, materials or Services supplied by us are subject to the manufacturer's warranty or Australian Consumer Law (as the case may be) only. We do not accept any risk or liability for natural disaster type events, such as river floods or bush fires or lightning strikes, caused by natural elements or force majeure type events, such as sluice gate flooding, burst water pipes, power surges or disruptions, riots, civil disturbances, or political actions (together fortuitous cause). In the event that any product, material, or Service supplied by us is destroyed, damaged, or disrupted by a fortuitous cause we may in our

discretion suspend this agreement and we will not, in any event, be liable to replace or repair or re-supply a product, material or Service under this agreement or at all and we accept no liability for any damage, injury or death caused by failures or deficiencies arising from such suspension or fortuitous cause.

In relation to all products, materials and services supplied by our venture partners or preferred providers, such as meth testing or energy services, our responsibility is limited to products, materials and services supplied by us only and no liability of any kind applies to us in respect of products, materials and services supplied by a venture partner or preferred provider.

In the event that products or Services supplied by us in terms of this agreement do not conform to the warranties as stated above, in addition to any rights under the Australian Consumer Law, we will, at our election, provide a refund.

Failure to pay

If you fail to make a subscription payment for an annual plan renewal we may suspend our Service delivery to you.

Upon failure to make a payment:

We will have no obligation or duty to provide Services or attend to your property or incur such expense until receipt and will not breach any duty or incur any liability as a result; and the Work Orders – Work Orders On-Hold will apply.

Failure to pay an invoice

If you fail to pay an invoice, whether for an annual plan, a pay-per-service fee, any expense or otherwise, we may suspend all our Service deliveries to you.

Keys for properties

We take possession of and utilise the keys for the enrolled properties in delivering our Services, including collecting information with respect to their location and for what property the keys may be utilised.

We confirm that all information relating to the collection, utility, and location of the keys for the property ('Key Information') remains confidential and is only used for the purpose of providing our Services. The Key Information is held in a secure system on our database in accordance with our Privacy Policy.

You authorise us and our technicians and representatives to collect the Key Information, take possession of the keys and access the relevant property from time to time, provided that we return the keys to the place from which they were collected. We do not accept any responsibility or liability for any damage arising from the use or loss of keys prior to keys being collected or following the return of keys to you by our technicians or representatives, or the use of the Key Information or keys by our technicians or representatives in accordance with this agreement.

Governing law and jurisdiction

This agreement is governed by the laws of Queensland.

Each of us irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland, and any courts that have jurisdiction to hear appeals from any of those courts, in respect of any proceedings in connection with this agreement.

Each of us waives any right it has to object to an action being brought in the courts of Queensland including by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

Severability, conflicts, and amendments

If any part of this agreement is unenforceable, illegal, or void then it is severed, and the rest of this agreement remains in force. The rules of construction that a contract will be interpreted against the party responsible for the drafting or preparation of the contract or that a clause will be construed against the party who holds the benefit of that clause, does not apply.

If there is a conflict between this document and an invoice, Work Order, App terms, website usage terms or other document issued by us, then to the extent of the conflict the terms of the document issued by us shall apply.

No extension of time or waiver or relaxation of any of the provisions or terms of this agreement other document issued or executed pursuant to or in terms of this agreement shall operate as an estoppel against either you or us in respect of rights under this agreement, nor shall it operate so as to preclude either you or us thereafter from exercising rights strictly in accordance with this agreement.

Confidentiality

You and we agree that neither of us may disclose any confidential information to any other person except where the disclosure is:

- to any of its agents or related bodies corporate in respect of Services in connection with this agreement;
- in connection with any proceedings arising out of or in connection with this agreement;
- required by an order of a court of competent jurisdiction whether in pursuance of any procedure for discovering documents or otherwise;
- pursuant to any law or regulation or requirement of any Governmental Agency in accordance with which that party is required or accustomed to act;
- to any governmental, banking or taxation authority of competent jurisdiction;
- required in connection with the bona fide enforcement or protection of rights under this agreement;
- in connection with any other entity or person that the parties in their reasonable discretion, believe has a need to know or evaluate such information, provided such person has agreed in writing to the confidentiality restrictions contained in this clause; and

- as otherwise agreed in writing between you and us.

Information collection and use

The Privacy Act 1988 is an Australian law which regulates the handling of personal information about individuals. In accordance with our obligations under the law, we disclose that we collect information, including personal and sensitive information, in order to provide the services, to conduct and market our business, and to meet our legal obligations.

In this context 'personal information' is information or an opinion relating to an individual which can be used to identify that individual and 'sensitive information' includes: information relating to a person's racial or ethnic origin, political opinions, religion, trade union or other professional or trade association memberships, sexual preferences, experiences with legal matters (such as trials and criminal records) and legal status.

By using our Services you consent to our collection, use and disclosure of your personal information (including sensitive information) and you authorise us to obtain from and disclose to third parties (including a court or tribunal or other authorities) such personal or sensitive information as may be required in order to provide the Services, to conduct and market our business, and to meet our legal obligations in accordance with our privacy policy. You warrant that personal, and sensitive, information you provide us is to the best of your knowledge true, accurate and up to date.

Electronic Communication

Like other means of communication, fax and electronic mail and Short Message Services and other electronic messaging services (together electronic communication) carries with it the risk of inadvertent misdirection, security breaches or non-delivery of confidential or personal material. In particular, you recognize that the Internet and electronic mail are not secure and there are risks if legally or commercially or personally sensitive information is sent either to or by you using electronic communication. Where you provide us with an electronic communication address or number to which materials are to be sent or to be used for any communication or you use or continue to use any electronic communication in dealing with us you agree (unless you notify us in writing to the contrary prior to using our Services) and undertake that:

- you consent to the use of electronic communication;
- a communication from an electronic communication address or number that you provided to us or that we established for you indicates your intention in respect of the information communicated thereby as though you had signed the communication at the date and time we read it and we may rely on this whether or not you actually originated the communication and you indemnify us for all loss or harm we may suffer in acting in connection with this agreement in good faith on online, email or telephone directions purporting to originate from your or your agents offices;
- an electronic communication address or number that you provided to us or that we established for you is your address for service hereunder and any communication by us to such address shall be delivered to you at the date and time we sent it and we may rely on this regardless of when you actually receive or read the communication;

- your arrangements and conduct, including with regard to your identity, passwords and electronic information management, are sufficiently secure and confidential to protect your interests and we are not obliged to take steps to verify or confirm electronic communications and whether we take such steps or not we will have no duty or liability as a result of an electronic communication that does not originate from us or originates from us in reliance on an electronic communication from you or anyone else; and
- you will carry out effective procedures and conduct yourself to protect the integrity of electronic communications, in particular limiting access to your electronic communications devices and accounts, screening for viruses and carrying out back-ups and other security processes.

Limitations on Liability

To the fullest extent permissible under the law, you acknowledge and agree that any liability for any loss, damage, costs and expenses suffered or incurred by you arising as a result of the provision or non-provision of the Services whether under the law of contract, tort, consumer protection or otherwise is the liability of the company, Advanced Smoke Alarms, only and you undertake that you will in no circumstances bring or allow to be brought any action in respect of any loss, damage, costs or expenses, whether arising under the law of contract, tort, consumer protection or otherwise, against any of our principals, directors, partners, agents, consultants or subcontractors or any of their respective staff, principals, partners, directors, agents, consultants or sub-contractors.

Insofar as the law permits liability of the company, Advanced Smoke Alarms, or such liability extends to any principals, directors, partners, employees, staff, or consultants (as the case may be), liability for any losses and damages arising in respect of the Services whether under the law of contract, tort, consumer protection or otherwise, as affirmed by a final judgment, shall in no circumstances exceed the amount of fees actually paid by you to us for the Services.

To the fullest extent permissible under the law, this part of the agreement sets out the absolute limit of our liability under or in connection with our Services whether under the law of contract, tort, consumer protection or otherwise and all other liability is expressly excluded. In particular, but without limitation, liability for penalties, fines, increased costs or expenses, foregone business opportunities, loss of profits, direct loss or liability arising in the ordinary course of or arising out of the performance or non-performance of the services and indirect loss at a step removed from the performance or non-performance of the services or consequential loss arising out of the performance or non-performance of the services including, without limitation, economic loss or failure to realise anticipated savings or benefits, are excluded.

We do not give any warranty nor accept any liability in relation to the performance or non-performance of the Services except to the extent, if any, required by law or specifically provided for in this agreement. If apart from this clause any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded.



We are deemed to have been discharged from all liability in respect of or arising from the Services, whether under the law of contract, tort, consumer protection or otherwise, at the expiration of one year from the termination of this agreement or completion of the Services (whichever is the earlier) and, in any event, you (and persons claiming through or under you) undertake not to commence any action or claim whatsoever against us (and principals, directors, partners, agents, consultants or subcontractors or any of their respective staff, principals, partners, directors, agents, consultants or sub-contractors of the firm) in respect of the Services after that date.

We shall not be liable for any loss, damage, costs or expenses arising in any way from any failure by you to act in accordance with our reasonable advice, incorrect information or improper instructions from you, fraudulent, wilful or mistaken acts or omissions, misrepresentations or default on your part or such acts, omissions, misrepresentations or defaults by your directors, partners, principals, employees, agents, consultants or sub-contractors (as the case may be) and insofar as we incur any costs or suffer any damage or harm in consequence of such a failure, we shall have the right to recover such costs from you and you indemnify and hold us harmless from all damage in this regard.

Nothing herein contained shall be read or applied so as to purport to exclude, restrict, or modify or have the effect of excluding, restricting, or modifying the application in relation to the supply of Services pursuant to this agreement of all or any of the provisions of any relevant consumer protection Federal Acts or State Acts or Territorial Ordinances which by law cannot be excluded, restricted, or modified.

To the fullest extent permissible under the law, you indemnify us and hold us harmless from and against, and shall defend against, any and all liabilities, expenses, costs, loss, and all other harm as set out in this agreement or arising from the instructions given or information provided or statements made by you, your employees, management, agents, representatives, other advisers, and experts acting for you or on your behalf.

Termination

You can cancel your subscription for an annual plan at any time and you will continue to have access to the plan through to the end of the applicable billing period immediately preceding cancellation.

To the extent permitted by the applicable law, payments are non-refundable, and we do not provide refunds or credits for any partial plan periods or prepaid but unused Services or any prepaid or supplied time, materials, or products.

Upon the termination of this agreement for any reason, we shall be entitled to recover from you such compensation and reimbursement, if any, accrued under the terms of this agreement, but unpaid, as of the date we cease Services under this agreement and all fees up to the date of the termination will be charged and become immediately payable.

- Without limitation, if you terminate this agreement (with or without cause) you shall nevertheless pay the fees that would have been payable but for the termination.
- In addition, you shall reimburse us for any non-cancellable obligations, any cancellation penalties, and, unless we terminate the agreement without cause, any

expenditures reasonably made or undertaken in order to perform the Services that were to occur had cancellation not occurred.

- In the event that this agreement is terminated by your agent because your property is no longer managed by your agent, then:
 - your agent by that notice personally agrees and undertakes to indemnify us for any amounts owed or owing to us, including any costs or additional charges to recover such amounts; and
 - you agree and undertake to indemnify your agent for any amounts your agent pays to us under the agent indemnity.

This agreement may be terminated by either of us, with or without cause, upon written notice to the other, provided that:

- if we terminate this agreement without cause we will, in accordance with the terms and conditions hereof, not be obliged to complete the Service which we began prior to the date of notice of termination but will nevertheless wind up our Services in an orderly fashion such that your property is in our view ready for enrolment with a competitor service provider (whether you engage a competitor service provider or not) and at the date of our notification that your property is ready for transfer we shall have no further obligation or duty in the or liability as a result.
- if you (or your agent) terminate this agreement, with or without cause, your (or your agent's) notice of termination to us is irrevocable and, save as set out in this agreement, we will thereupon have no obligation or duty to wind up our Services in an orderly fashion or provide Services or attend to your property and will not breach any duty or incur any liability as a result.

The sale of an enrolled property terminates this agreement automatically on the date that is one day before the sale contract is executed, regardless of whether you notify us of your intention to sell the property or the sale of the property.

- such termination is deemed a termination by you, without cause; and
- if your property was being managed by your agent, then the notice of your intention to sell or the sale contract is deemed to be a notice by your agent that your property is no longer managed by that agent as at the date that is one day before the sale contract is executed.