

TERMS AND CONDITIONS

1. SMOKE ALARM UPGRADES

The following conditions apply to our services relating to smoke alarm system upgrades

Alarms will be quoted and installed based on the minimum requirements to meet the Queensland smoke alarm legislation

Alarms will be installed and replaced on a like for like basis based on the power source. Where an alarm is required and no existing alarm is present a 10year battery powered alarm will be installed.

SAI recommends maintaining the same brand of alarm throughout a smoke alarm system.

SAI provide various alarm options and prices. If a particular brand is not noted on the work order SAI will install Emerald Alarms.

To meet the legislative requirements and for the safety of all residents, all bedrooms must have a smoke alarm that interconnects with the smoke alarm system. Where a property has been renovated or a garage or study is being used as a bedroom, SAI will consider that room a bedroom and recommend the installation of a smoke alarm in that room.

2. BINDING AGREEMENT

These Terms and Conditions ("the Conditions") apply to any engagement that involves the provision of services, licence of software or sale of items (together referred to as the "Services") with Safe Home Services t/a Smoke alarm integrity Pty Limited ("SAI"). Unless we have alternate written and signed contract in place with you, in engaging us for Services, you are agreeing to the Conditions as set out in this agreement.

SAI may vary the Conditions from time to time, and the Conditions as varied shall be published on our website. The purchaser agrees that the ordering of any goods or services after the publication of the variation of the Conditions on the website will be an acceptance by the purchaser of the varied Conditions. For ongoing subscription and licence engagements, the purchaser agrees to the varied Conditions by continued use of the Services.

No variation or cancellation of any of the Conditions shall be binding on SAI unless agreed by a responsible officer of SAI in writing. No agent or representative has the authority to waive or alter the Conditions.

The purchaser or anyone purporting to act on behalf of the purchaser may place orders for goods or services with SAI by telephone, email, through integration services or in writing.

A quotation is not to be construed as an offer or obligation to sell and SAI reserves the right to decline any order for goods or services (either wholly or partially) at any time prior to the delivery of the goods or services, in which case SAI shall be under no obligation in respect of such order.

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3. PRECEDENCE

In the event of a conflict between the Conditions and those which may be included in, or implied by, any document forming part of any enquiry, specification, order or contract then the Conditions shall prevail unless they are expressly varied by SAI in writing. If any Condition is contrary to or excluded by law then the Conditions shall be modified but only to the extent of excluding that part of the Conditions so affected.

4. TERM OF THE AGREEMENT

The Agreement commences on the Commencement Date and will continue for the period indicated on the proposal, or until terminated earlier in accordance with the provisions of these terms and conditions, whichever occurs first.

Engagements for annual and/or ongoing works are represented on a per annum basis for a minimum of 12 months, unless indicated differently in the proposal. If no Commencement Date is defined, the agreement will commence on the date of workorder for the property, except where otherwise agreed between the parties.

Notwithstanding the Term, the parties agree that we will continue to provide the Services after the Termination Date, on the basis of a series of rolling twelve (12) month terms. Unless a party gives to the other notice in accordance with the Termination clause of these terms and conditions.

SAI may at any time suspend or vary any credit extended to the purchaser or withhold the delivery of goods or services for any property already ordered as SAI in its sole and absolute discretion determines.

5. PRICES

All prices are subject to change without notice and orders are accepted by SAI on the condition that they will be invoiced at the prices identified on the proposal or ruling at the date of service delivery or product dispatch. For annual and/or ongoing works, unless expressly stated in the proposal, prices in our proposal are valid for 12 months.

For one off or ad hoc works, we may issue you a quotation. For the convenience of all parties, at times we may provide a quotation based on information provided, without physically inspecting the site. Quotations are provided in good faith based on information available to us at the time, and we therefore reserve the right to update our quotation based on newly acquired information.

All prices shown on our websites or otherwise are recommended selling prices only and there is no obligation on the part of any reseller to maintain such prices. A quotation includes only such services and goods as are specified therein.

We provide a takeover service for annual services whereby we will undertake smoke alarm maintenance services to a property from the date of engagement and invoice for the annual service at the date in which it expires with the previous provider. In order to enrol the property with the takeover service, you must terminate the previous provider on or prior to the date in which we accept the enrolment. The purchaser must communicate their chosen SAI annual service prior to enrolling the

property in the takeover services, and that property will receive that service from the date of enrolment.

In addition to the fees, you agree to reimburse SAI for any out-of-pocket expenses that are incurred by it in undertaking the services to you, where it has been agreed in advance with you.

6. TERMS OF PAYMENT

The services provided will be performed in consideration of the client paying the fees as outlined in our proposal or, where we have a formal contract with you, in accordance with the contract schedule. If no proposal or formal contract has been issued, our standard payment terms at the date of service delivery or product dispatch/install will prevail as is shown on the invoice.

Fees or schedule rates are shown GST inclusive unless stated otherwise. GST is payable on any Taxable Supply in accordance with Australian GST legislation. Payment shall be made in Australian Dollars (AUD) unless otherwise agreed in writing between the parties.

Credit card transactions will incur a 2.1% surcharge

If the purchaser disputes any charge appearing on an invoice, then the purchaser shall give written notice of such dispute to Sai immediately upon receipt of invoice and shall pay all other charges not in dispute on the invoice pending an investigation of the dispute.

6.1 Late Payment

The purchaser expressly agrees that if the purchaser fails to pay SAI the invoiced price of any goods and services by the due date for payment, then SAI:

1. may place service delivery on hold until payment has been received. In this event, ongoing contract fees will continue to be invoiced and considered due and payable in accordance with the original contract terms, regardless that no Services have been delivered due to the late payment hold on the account;
2. shall have the immediate right to bring an action against the purchaser for payment of the invoice price of the said goods and services;
3. may refuse to supply any other goods and services to the purchaser;
4. may limit or remove access to software tools;
5. may claim the return of any goods in the possession of the purchaser;
6. reserves the right, at its discretion, to terminate the agreement or renegotiate the agreement;

7. may withdraw or vary any credit extended to the purchaser without notice to the purchaser;
8. may without notice make all invoices owing by the purchaser to SAI on any account immediately due and payable;
9. may impose, at its discretion, late payment administration fees on accounts. Late payment fees are not to exceed the greater of \$50 per month after the first 45 days after invoice date, or 2% of the invoice per month after the first 45 days after invoice date.

In no event will SAI be held liable for any claim, direct or indirect, suffered or incurred by you as a result of such circumstances.

7. DELIVERY OF SERVICES

The purchaser acknowledges and agrees that:

The purchaser will provide SAI all information and assistance reasonably required in a timely manner which SAI may require to provide the products or service.

Sites that require SAI to visit are fit for purpose – that is:

1.
 1. Access is not restricted
 2. Sites are generally clean and safe

While SAI manages service delivery within service levels and will make all reasonable attempts to comply with the delivery times committed to you, delivery time is not guaranteed nor is time of the essence of the contract of sale of the goods and services. SAI will not be liable for any loss or damage of whatsoever nature arising out of a delay in delivery of goods or services.

The delivery period quoted commences from the date SAI receives sufficient information to proceed with the supply or from the date SAI receives the purchaser's written order, whichever is the later.

Where the client requests, verbally or in writing, that work outside the scope of work specified in the proposal be performed, a variation form containing cost estimate will be agreed in writing by both parties and the cost incurred will be invoiced separately.

8. CANCELLATION FEES

Cancellation fees may be applied at SAI's discretion. A cancellation fee of the greater of \$500, the cost of work completed to date or 75% of the

service fee may be applied where a prescheduled site visit is cancelled once the job has commenced and not yet completed. If the job is cancelled after it has been completed, then the full service fee will be due and payable in accordance with the Conditions

In any event, you agree to reimburse SAI for any out-of-pocket expenses that are incurred by it in undertaking the services to you.

9. INSPECTION OF GOODS

The purchaser has seven (7) days from the date of delivery of the service or goods within which to provide SAI with written notice of any claim for alleged failure to comply with an order whether due to a shortfall, defect, incorrect delivery or otherwise. Should the purchaser fail to provide such written notice within the stipulated time period then SAI shall be deemed to have complied the purchaser's order in all respects including delivery, quality and quantity. All goods provided shall be at the risk of the purchaser from the time of installation of the goods by SAI, or on dispatch to the purchaser where SAI is not installing the product, in which case the purchaser shall be solely responsible for insuring the goods in transit (not sure about this)

10. MAKE GOOD

In certain circumstances (some of which are required by law), we may remove expired, faulty, damaged alarms or alarms otherwise not required for compliance. In these circumstances, while we make reasonable attempts to avoid undue damage, we have no obligation to make good any reasonable damage caused by the removal, relocation or installation of smoke alarms or smoke alarm installations. We may make use of cover plates or base plates in such circumstances, however to the extent provided by law we are under no obligation to provide or use these.

11. WARRANTIES LIMITED

SAI warrants that its Services are performed within the limits prescribed by its clients with the usual thoroughness and competence of the compliance and electrical profession; in accordance with the standard for professional services at the time those services are rendered. SAI warrants that its staff will be suitably skilled and qualified to provide the Services.

SAI warrants that the services and goods it supplies shall be of good and merchantable quality and its liability shall be limited only to the repair or replacement of any faulty or defective goods.

SAI provides a 12-month workmanship warranty from the date of completion of the service that covers any defects that arise from the

workmanship in carrying out the service at the site. It does not cover the system or any of its components, including the performance of the alarms (which may be covered by separate manufacturer warranties and under law).

Where the workmanship warranty applies, SAI will either (at its discretion and cost):

- re-do or repair the service; or
- replace any faulty part supplied by us with a comparable new or refurbished part so that the service is no longer defective.

SAI warrants that the standard of smoke alarms we install as part of our standard offerings comply to the applicable Australian Standards and have the Standards Australia Mark or are Scientific Services Laboratory (SSL) certified. These alarms typically come with a product warranty (which varies by brand and product) and is provided directly from the manufacturer. Where the property does not engage SAI for ongoing or annual maintenance, to the extent provided by law, SAI is under no obligation to facilitate the provision of any product warranty between the purchaser and the manufacturer.

We may, from time to time, provide reports of the compliance of properties we maintain for you. While we take reasonable care in the preparation of these reports, we note that the information contained within these reports may be gathered from a range of sources and is based on our best understanding at the time of writing. Not sure about this

- Where we have inspected a property and provided a compliance certificate, this compliance status is based on the point in time when the property was last inspected by us and may therefore no longer accurately describe the compliance status of the property at the date the report is presented.
- Some information provided in these reports may be based on information provided to us by external parties (e.g. the purchaser's previous provider, the purchaser themselves) and may not have been validated by us. Not sure about this

Unless specifically required by law, SAI shall not, in any event, be liable either under statute, in equity, in contract or tort (including in negligence) or otherwise for any direct or indirect special consequential or punitive loss or damages (including loss of income, profits or business, loss of goodwill or reputation or loss of value of intellectual property) to persons or property, whether foreseeable or unforeseeable, arising from or caused in any way by such goods or services.

12. TERMINATION

Both parties have the right to terminate this agreement at any time, giving 10 days written notice of such termination to the other party with reasoning provided in writing.

On termination, SAI may issue a final invoice that may include:

- Remaining contract charges, which we may pro rata based on the greater of time remaining or value of work completed.
- Reimbursement for any out-of-pocket expenses that are incurred by SAI in undertaking the services to you.
- Any cancellation fees that may be payable under clause 7 of the Conditions.

The client agrees to pay all outstanding invoices, including the final invoice, before the end of the termination notice period. Once termination notice has been received by SAI, SAI is under no obligation to maintain service delivery in accordance with the contract terms or the Conditions. On termination of the agreement, both parties agree to return all equipment, materials and records which was provided by the other party to deliver the services to the other party.

Any order may, at the discretion of SAI, be terminated in the event of insolvency of the purchaser or the purchaser being placed into administration or liquidation, whether voluntary or otherwise, or of a mortgagee entering into possession of any assets of the purchaser.

13. DISPUTE RESOLUTION

If a dispute arises in connection with the Agreement which cannot be settled by the parties within 14 days, the parties must endeavour to settle the dispute by mediation held in Brisbane, Queensland (or in such other place as may be agreed by the parties in writing) before having recourse to litigation.

The parties must use their best endeavours to agree on a mediator but failing agreement either party may request the President of the Queensland Law Society to appoint a mediator and the mediator will be appointed on the terms specified by that organisation. The parties will bear equally the costs of any mediator appointed.

Nothing in this clause will prevent a party from seeking urgent interlocutory relief before an appropriate court.

14. LIABILITIES AND INDEMNITIES

The purchaser and SAI each undertake to indemnify each other from any and all loss, injury or damage caused to third parties and third-party

property through its own personnel's negligence or wilful misconduct provided that such liabilities arise out of the agreement.

To the full extent permitted by law, SAI will not be liable for any special, indirect or consequential loss, damage or injury suffered or incurred by you in connection with the supply of or any failure to supply the Services or the Products.

Notwithstanding the above, neither the client nor SAI shall be liable to the other party or to any other third party for the loss of earnings or profits or other consequential damages suffered by such other third party, nor shall either party or any third party be entitled to claim any compensation from the other party for each loss or damages.

The client and SAI agree that the use of the results of the work shall be at the user's sole risk. SAI is indemnified from any losses incurred as a result of any information related to this document, verbal information or any other document furnished by SAI. All advice is provided at the liability of the user.

SAI's maximum cumulative liability related to performance of the work, shall be limited to the contractual compensation paid or payable to SAI by the client for the affected property.

A party will not be liable for any delay or failure to perform its obligations under the Agreement if such delay is due to any cause beyond the reasonable control of the party. If a delay or failure of a party to perform its obligations is due to a cause beyond its reasonable control, the performance of that party's obligations will be suspended.

Each party shall immediately notify the other party of all incidents, which involve the possibility of any the above clauses being activated.

Nothing in these terms and conditions will exclude, restrict or modify any rights or remedies which you may have under the Competition and Consumer Act 2010 (Cth) or other legislation which under such laws cannot be excluded, restricted or modified by agreement.

No other warranty or representation, either expressed or implied, is included or intended in SAI's proposals, contracts, or reports.

SAI carries professional indemnity insurance of the amount of AUD \$10M/\$20M aggregate. SAI carries public liability insurance of the amount of AUD \$20M per event. SAI shall maintain, for the period of the work, accident insurance for its own personnel according to prevailing laws. Certificates of Currency are available upon request.

15. INTELLECTUAL PROPERTY

Neither party, by virtue of this proposal, assigns or otherwise grants the other any rights whatsoever in its intellectual property, know-how or other proprietary rights in connection with the scope of works.

16. SOFTWARE LICENCE

SAI may grant the purchaser a licence to use its software as part of the agreement. The source code of the software is not part of the subject matter of the agreement.

SAI shall hold the exclusive exploitation rights to the information contained in the software. Engagement of services, SAI may provide the purchaser a non-exclusive, indefinite right to use the software and the documentation in accordance with the provisions of Australian copyright law.

The purchaser may use the software only for his own internal purposes. Reproduction or decompilation of the software is not permitted as part of this agreement. Any lending, rental, public access, resale, sublicensing, reproduction, presentation, publication or translation of the software and the documentation shall be prohibited.

The purchaser acknowledges that SAI or its agents may, from time to time, update any associated use agreements, including the End User License Agreement, and will comply with these varied agreements, or provide SAI written notice of clauses it does not agree to and refrain from use of the software until an agreement can be reached.

The purchaser shall use the software at their own risk. SAI is under no obligation to provide support for the software, however may choose to do so at its own discretion. SAI or its agents may, from time to time, perform general updates to the software. These updates will be provided free of charge.

17. CONFIDENTIALITY

All parties mutually agree that they will not disclose to third parties without the prior written consent of the other party, any information obtained from each other in connection with the performance of the work. However, each party may give information that is:

- Known to the party prior to obtaining it from the other party
- Part of the public domain at the time of disclosure
- Required to be disclosed by official authorities in accordance with applicable law.

The purchaser and SAI may give information obtained from each other to their subcontractors to the extent necessary for the performance of the work without prior written consent, provided that written confidentiality agreements are secured from such subcontractors. Such confidentiality agreements shall be in terms substantially the same as in this article.

We reserve the right to use your contact information to send you additional information, including promotional material, from time to time that we consider may be of interest to you. All contact information accumulated by SAI in the course of performing its services are for the exclusive use of SAI and its related entities. As such, we will not sell or otherwise provide this information to a third party without your express consent

The parties' obligations contained in this article shall continue notwithstanding the completion of the performance of the work or termination of the agreement.

18. GENERAL

The Agreement will be governed by and constructed in accordance with the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that state. The Agreement constitutes the entire agreement between the parties in relation to its subject matter. Any prior arrangements, agreements, representatives or undertakings are superseded and replaced by the Agreement. The relationship of the parties is one of the independent contractors. Nothing in the Agreement will be construed as rendering the relationship one of employer and employee, principal and agent, partnership or joint venturers. In these terms and conditions unless the context otherwise requires:

1. words importing the singular include the plural and vice versa;
2. words denoting a gender include all genders;
3. headings shall be ignored in construing these terms and conditions;
4. references to persons include references to corporations and other bodies and entities;
5. references to statutes include all statutes amending, consolidating or replacing such statutes; and
6. a reference to "\$" or "dollars" is a reference to the lawful currency of the Commonwealth of Australia.