

Application for Automatic Fire Alarm Monitoring Service

Aviation Rescue Fire Fighting Service

Version 4.0

Tick one of the following:		
<u>New service</u>	<input type="checkbox"/>	* Please complete all fields.
<u>Alteration of service</u>	<input type="checkbox"/>	* Please provide changed information only.
<u>Removal of service</u>	<input type="checkbox"/>	* Complete application and 'Termination of Service Date'.
<i>Applicant</i>		
Contact Name		
Business Name		
Email		
Phone		
<i>Billing Information</i>		
Contact Name		
Business Name		
Email		
Address		
Phone		
ABN		
<i>Building Owner</i>		
Contact Name		
Business Name		
Email		
Address		
Phone		
<i>Address of Building</i>		
Building Number		
Building Name		
Street Address		
<i>Emergency Contact for Fault Rectification (i.e. Property/Fire Contractor)</i>		
Name		
Business Name		
Email for defect notices		
Phone		
A/H Phone		

Emergency Contact for Building Access

Name	
Business Name	
Phone	
A/H Phone	

ASE Installation Technician

Send equipment directly to Installation Technician

Installation must be performed by an [Airservices Certified Maintainer](#)

Name	
Business Name	
Phone Number	

Alteration of Service – Additional Comments

Service Removal – Confirmed Service Termination Date

Date	
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* Note: If applying for removal of an existing service, this application must be accompanied with written correspondence from an authorised person noting the reasons for the removal. A risk assessment may be suggested.

Instructions

Submission of this application form constitutes acceptance of the Standard Terms and Conditions detailed below.

Refer to the Standard Terms and Conditions for more information

Complete the application and email to: ARFFFireAlarmMonitoring@airservicesaustralia.com

Important information pertaining to the connection process can be found here: <http://www.airservicesaustralia.com/services/automatic-fire-alarm-monitoring-service/>

BACKGROUND

- A. Certain premises are prescribed under legislation through the Building Code of Australia as requiring a fire alarm to be installed and monitored by an Automatic Fire Alarm Service Provider.
- B. At certain airports, Airservices Australia provides Automatic Fire Alarm Monitoring Services for on airport premises.
- C. In addition, on certain airports, fire alarms terminate at the Airservices Australia fire station, and it is the responsibility of Airservices Australia to respond to those alarms.
- D. Airservices Australia charges a fee for the provision of fire alarm monitoring services and for responding to Chargeable False Alarms.
- E. The Customer acknowledges and agrees that it:
 - occupies premises requiring a fire alarm to be monitored by an Automatic Fire Alarm Service Provider;
 - those premises are at an airport where Airservices provides those fire alarm monitoring services;
 - that Airservices will provide those services to the Customer of the terms of this agreement; and
 - that it must pay a fee if Airservices responds to a Chargeable False Alarms.

1. Scope of Agreement

Airservices Australia will provide the Services to the Customer in accordance with this agreement.

2. Commencement of Automatic Fire Alarm Monitoring Services and Term

- (a) As soon as practicable after receiving an Application from the Customer, Airservices will provide the Customer with two (2) SIM cards to the Customer for use in the Fire Alarm Equipment.
- (b) Airservices will begin providing the Automatic Fire Alarm Services upon satisfaction of all of the following events:
 - a. Airservices has provided the Customer with two (2) SIM cards for use in the Fire Alarm Equipment;
 - b. the Customer's premises has had properly installed in it the Fire Alarm Equipment (including installation of the two (2) SIM cards provided by Airservices); and
 - c. the Fire Alarm Equipment has been commissioned by Airservices.
- (c) The term of this agreement ends on the date that is 12 months after the Commission Date.

- (d) Airservices Australia must notify the Customer of the Commission Date promptly after commissioning the Customer's fire alarm.
- (e) Unless the Customer gives written notice terminating this agreement to Airservices Australia no later than 30 days before the end of the term, the term of this agreement will extend for an additional 12 months on the terms of this agreement, including this clause 1.

3. Standard of Services

Airservices Australia will provide the Services with due care, skill and diligence and the Customer agrees and acknowledges that the Services are provided without any form of warranty.

In particular, Airservices Australia excludes all liability, however arising, which results from a failure to provide the Services.

4. Payment and Contract Price

4.1 Payment

- (a) The Customer must pay Airservices Australia the Contract Price and the False Alarm Charges (if any) in accordance with the terms of this clause 4.

4.2 Contract Price

- (a) The Contract Price at the Commencement Date is the price set out in clause 17.
- (b) The Contract Price will increase annually on 1 July in accordance with increases in the CPI.
- (c) If the Customer terminates this agreement, no payments made by the Customer will be refunded.

4.3 False Alarm Charges

- (a) If Airservices Australia responds to a Chargeable False Alarm, the Customer must pay Airservices Australia the False Alarm Charges.
- (b) If Airservices Australia responds to a Non-Chargeable False Alarm, Airservices Australia will not charge, and the Customer does not have to pay, the False Alarm Charges.

4.4 Provision of a tax invoice

Airservices Australia will provide the Customer with a Tax Invoice:

- (a) for the Contract Price, annually in advance for the provision of the Services;
- (b) for any False Alarm Charges, monthly in arrears; and

the invoice amount is to be paid to Airservices Australia within 28 days after the date of the Tax Invoice.

4.5 Payment instructions

- (a) Payment of an invoice amount is to be by electronic funds transfer as directed by Airservices Australia.
- (b) Invoice amounts will be exclusive of any bank, financial institution or transaction fees, charges, levies or taxes (other than GST) and any such

fees, charges, levies or taxes will be borne by the Customer.

4.6 GST

Unless specified otherwise, the Contract Price and the False Alarm Charges include GST for supplies made under this agreement that are taxable supplies within the meaning of the GST Law.

5. Customer's Obligations

The Customer will provide Airservices Australia, if required, with reasonable access to those of its personnel responsible for purchase of the Services and access to its premises to the extent reasonably required by Airservices Australia to provide the Services.

6. Notices

A notice or any other communication in connection with this agreement must be in writing and sent to the other party's e-mail or facsimile address.

7. Limitation of liability

Airservices Australia's total liability to the Customer for breach of any condition, warranty or term or any other express or implied provision of this agreement will be reduced to the extent that the Customer has caused or contributed to the loss, damage or liability PROVIDED ALWAYS that Airservices Australia's total liability to the Customer for breach of any condition, warranty or term or any other express or implied provision of this agreement is limited to the Contract Price for the year in which the breach occurred.

8. Indemnity

The Customer indemnifies Airservices Australia against all loss, liability or expense arising out of or in connection with any action or Claims arising from:

- (a) provision of the Services;
- (b) alleged infringement of intellectual property rights; and
- (c) breach of this agreement by the Customer.

The above indemnity will be reduced to the extent that Airservices Australia contributed to the loss, liability or expense.

9. Termination

- (a) Either party may terminate this agreement by providing 30 days' written notice to the other.
- (b) In the event of notice of termination being given by the Customer to Airservices Australia under clause 9(a), Airservices Australia will be paid such reasonable compensation to meet any commitments, liabilities or expenses reasonably and properly incurred by Airservices Australia in connection with the agreement.
- (c) Termination pursuant to clause 9(a) will not affect or prejudice any rights which have

accrued to either party up to and including the date of termination.

10. Applicable law

This agreement is governed by and is to be construed in accordance with the laws applicable in the Australian Capital Territory and each party irrevocably and unconditionally submits to the nonexclusive jurisdiction of the courts of the Australian Capital Territory and any courts of appeal from those courts.

11. Dispute resolution

If there is a dispute in connection with this agreement the parties agree to use genuine and best efforts (including referring the dispute to senior management) to resolve the issues before taking legal proceedings.

12. Unavoidable events

Airservices Australia will not be liable for any loss, damage, expense or charge of any kind for failure to provide the Services due to any event beyond its reasonable control, including unsuitable weather conditions, failure of any system (including an alarm system), fire, storm, flood, earthquake or any other Act of God, labour dispute or transportation embargo, act or omission of a government or other competent authority and changes to any laws or regulations or the making of any legally enforceable orders frustrating the effectual performance of this agreement. Where such event prevents Airservices Australia from performing its obligations under this agreement it will advise the Customer in writing and Airservices Australia will be excused from such performance or observance under this agreement to the extent of the relevant prevention, restriction or effect.

13. Entire agreement

These terms and conditions, together with the Application, constitute the entire agreement of the parties about their subject matter. Any prior agreement, undertakings and negotiations on that subject matter cease to have any effect.

14. Definitions

In this agreement:

Application means the Application for Automatic Fire Alarm Monitoring Service.

Automatic Fire Alarm Monitoring Services means the monitoring of the Customer's automatic Fire Alarm Equipment in accordance with applicable Australian Standard

Automatic Fire Alarm Service Provider means an organisation that's provides the monitoring and actioning of Automatic Fire Alarms

Chargeable False Alarm means any activation of a fire alarm system through error in installation,

mechanical, electrical or other equipment associated failure, lack of proper maintenance, signals activated intentionally in non-emergency situations, or through the negligence of the Customer, including the Customer's employees, other agents or occupants of the building, and that is not a Non-Chargeable False Alarm.

Claim means any (including and third party) cause of action, allegation, claim, demand, debt, liability, suit or proceeding of any nature however arising and whether present or future, fixed or unascertained, actual or contingent or at law (including negligence), in equity, under statute or otherwise.

Commission Date means the date of commissioning of the Customer's fire alarm by Airservices Australia.

Contract Price means the fee for performing the Services at the airport at which the Customer's building is situated, specified in clause 17, but does not include False Alarm Charges.

CPI ('Consumer Price Index') means the CPI of the weighted average of the eight capital cities as calculated by the Australian Bureau of Statistics and released in the last month of the financial year.

Customer means that party noted as the 'applicant' in the Application.

False Alarm Charges means the amount payable for Chargeable False Alarms set out in clause 18.

Fire Alarm Equipment means any equipment required to transmit an alarm or other condition to the Fire Alarm Monitoring service .

GST has the same meaning as in the GST Law.

GST Law means *A New Tax (Goods and Services) Act 1999* (Cth) and associated regulations.

Non-Chargeable False Alarm means any activation of a fire alarm system where Airservices Australia believes the cause of the alarm to be beyond the reasonable control of the Customer, the Customer's employees, other agents or occupants of the building.

Services means the services to be performed by Airservices Australia under this agreement, namely:

- (a) the provision of two (2) SIM cards to the Customer for use in the Fire Alarm Equipment; and
- (b) Automatic Fire Alarm Monitoring Services.

Tax Invoice has the same meaning as in the GST Law.

15. Survival

Clauses 3, 4, 7, 8, 9, 10, 11, 12, 14 and 16 survive the termination or expiry of this agreement as do any other provisions that by implication from their nature are intended to survive the termination or expiry, and any rights and remedies accrued prior to termination.

16. Privacy Statement

Personal information collected on this form will be added to Airservices Australia's fire alarms database and used for the purpose of providing the Services.

Where appropriate, personal information may be disclosed to airports or other parties in the course of providing those Services.

Your personal information will only be used for the purpose for which you provided it and any other purposes notified to you at the time of collection. Airservices Australia will not use your personal information for any other purpose unless you have given your consent or if Airservices Australia is required or authorised to disclose that information by law.

17. Fee Schedule Monitoring (per annum)

City/Town of the building as noted in the Application	Fee 18 - 19 FY
Adelaide	\$1,039.33
Alice Springs	\$698.76
Avalon	\$698.76
Ayers Rock	\$698.76
Ballina	\$698.76
Brisbane	\$1,039.33
Broome	\$698.76
Cairns	\$1,039.33
Canberra	\$698.76
Coffs Harbour	\$698.76
Darwin	\$1,039.33
Gladstone	\$698.76
Gold Coast	\$684.39
Hamilton Island	\$698.76
Hobart	\$698.76
Karratha	\$698.76
Launceston	\$698.76
Mackay	\$698.76
Melbourne	\$1,039.33
Newman	\$698.76
Perth	\$1,039.33
Port Hedland	\$698.76
Rockhampton	\$698.76
Sunshine Coast	\$698.76
Sydney	\$1,039.33
Townsville	\$698.76

18. False Alarm Charges

\$587.19 per incident.

19. Wireless Data Service Fees annual (if applicable)

\$54.00 Optus Wireless Broadband
 \$84.00 Telstra Wireless Broadband