



# Fire and Rescue New South Wales

## Automatic Fire Alarm System Terms and Conditions

Field Operations Division

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# 1. DEFINITIONS AND INTERPRETATION

## 1.1 DEFINITIONS

In this Agreement:

- (a) **“AFASP”** and **“Service Provider”** mean the person described in the *Application for Connection as an AFASP (AFA-F-01)* as set out in Attachment A, and who has been connected to the System in accordance with the Agreement;
- (b) **“AFASP Code of Conduct”** means the code specified in Attachment C;
- (c) **“AFASP Disengagement Plan”** and **“AFASP Disengagement Services”** mean the plan and services as set out in *Guideline No. 5: AFASP Disengagement Plan*, intended to ensure the orderly and staged transition of the monitoring of Alarm Installations from an AFASP that is disengaging from the FRNSW AFA System to another AFASP or to other AFASPs;
- (d) **“Agreement”** means the agreement between the FRNSW and the AFASP formed by these Terms and Conditions, the *Application for Connection as an AFASP (AFA-F-01)* duly executed by the applicant and the FRNSW, specifications, guidelines, instructions and directions referred to in clause 4.1, and any schedules and attachments to these Terms and Conditions;
- (e) **“Alarm Installation”** means a fire detection system and/or a sprinkler system comprising of some or all of the following:
  - (i) Fire Indicator Panel and Sub Panel;
  - (ii) Alarm Valve;
  - (iii) Fire Detectors;
  - (iv) Sprinkler Heads;
  - (v) Alarm Signaling Equipment; and
  - (vi) associated hardware and software, which is used to transmit an Alarm from the Protected Premises or capable of transmitting Alarm State changes.
- (f) **“Alarm State”** means an Alarm Installation has detected one or more of the following conditions:
  - (i) **Alarm:** the Alarm Installation has detected a state requiring a response by the FRNSW;
  - (ii) **Fault:** the Alarm Installation is not capable of operating as designed and installed;
  - (iii) **Normal:** the Alarm Installation has reverted to operating as designed and installed;
  - (iv) **System Isolated:** the Alarm Installation has, for the time being, been rendered incapable of transmitting changes of Alarm State by an operator authorised by the Customer;
  - (v) **Tamper:** the Alarm Installation has been interfered with by a person or persons;

- (vi) **Test:** the Alarm Installation is undergoing a prearranged sequence of events actioned by an operator authorised by the AFASP or Customer;
- (vii) **Zone Isolated:** an alarm zone as defined in *AS2484.2-1991* or any relevant successor standard, in the Protected Premises that has, for the time being, been isolated so that it is incapable of transmitting changes of Alarm State by an operator authorised by the Customer; and
- (viii) **Alarm Signalling Equipment (ASE)** means that part of the control and indicating equipment designed to communicate alarm and fault signals and other information between an Alarm Installation and an AFASP;
- (g) **“Alarm Valve”** means the main controlling valve and ancillary alarm transmission equipment of each fire suppression system installed in accordance with *AS2118.1-1999* or any relevant successor standard;
- (h) **“Application to Amend AFA Data”** means the application to provide corrected or updated data about an existing Alarm Installation or monitoring of an existing Alarm Installation at Protected Premises, which is submitted online via *FARMS* by an AFASP and approved or rejected by FRNSW.
- (i) **“Application for Connection as an AFASP”** means the application form AFA-F-01 as set out in Attachment A, completed by the AFASP and submitted to the FRNSW;
- (j) **“Application for Monitoring of an Alarm Installation”** means the application submitted on line via *FARMS* by the AFASP to FRNSW, and notified whether or not the AFASP may commence monitoring of one or more Alarm Installations on Protected Premises;
- (k) **“Application to Cease Monitoring of an Alarm Installation”** means the application submitted on line via *FARMS* as set out in Guideline No. 3 to FRNSW;
- (l) **“Application to Transfer the Monitoring of an Alarm Installation”** means the application submitted on line via *FARMS* as set out in Guideline No. 2, to FRNSW for the transfer of one or more Alarm Installations on Protected Premises from one AFASP to another;
- (m) **“Australian Standards”** or **“AS”** means Australian Standards published by Standards Australia, as amended from time to time;
- (n) **“BCA”** means the *Building Code of Australia*, as amended from time to time;
- (o) **“Commencement Date”** means, except as otherwise notified to the AFASP by FRNSW, the date that FRNSW signs this Agreement after the Agreement has been duly signed by the AFASP.
- (p) **“Commissioner”** means the Commissioner of the Fire and Rescue NSW holding office as such under the *Public Sector Employment and Management Act 2013*;
- (q) **“Confidential Information”** means all:
  - (i) information which is designated as confidential information by FRNSW or an AFASP, as the case may be; or

- (ii) information which from all the relevant circumstances could reasonably be assumed by a party to be confidential.
- (r) **“Customer”** means:
  - (i) an owner or occupier of Protected Premises; or
  - (ii) a contractor or agent of an owner or occupier of Protected Premises, who has entered into a contract with an AFASP for monitoring of an Alarm Installation for Protected Premises;
- (s) **“Domestic Alarm”** means a fire detection alarm or fire suppression system installed in a Class 1 building as defined by the BCA;
- (t) **“FARMS”** means FRNSW Fire Alarm Records Management System which allows FRNSW to perform AFA administration and AFASPs to perform secure AFA-related business transactions with FRNSW and obtain Customer AFA data;
- (u) **“Fire and Rescue NSW”** and **“FRNSW”** means the New South Wales State Government Department created by the *Fire Brigades Act 1989*. Fire and Rescue NSW changed its name from New South Wales Fire Brigades effective from 1 January 2011. Section 3 (1) of the *Public Sector Employment and Management (Fire and Rescue NSW) Order 2010*, under the *Public Sector Employment and Management Act 2002*, provides that any reference in any Act or statutory instrument, or any other instrument, or in any contract or agreement to New South Wales Fire Brigades (or NSWFB) is to be construed as a reference to Fire and Rescue NSW;
- (v) **“Fire Indicator Panel”, “FIP”** and **“Panel”** means a fire indicator panel and **“Sub Panel”** means a sub-indicator panel containing the Alarm zone facility, each as defined in *AS2484.2-1991* or any relevant successor standard;
- (w) **“GST”** means the tax payable on taxable supplies under the GST Legislation;
- (x) **“GST Legislation”** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax. Terms defined in the GST Legislation have the meanings given to them in the GST Legislation;
- (y) **“Insolvency Event”** in relation to an AFASP means any one or more of the following events:
  - (i) the AFASP is unable to pay its debts as they fall due;
  - (ii) the AFASP has a receiver, administrator, administrative receiver, liquidator or similar person appointed under the laws of any jurisdiction;
  - (iii) the AFASP calls a meeting of its creditors; or
  - (iv) the AFASP for any reason ceases to carry on business.
- (z) **“Interest”** means two percentage points in excess of the current applicable Westpac Bank overdraft rate for loans not exceeding \$500,000;
- (aa) **“LGA”** means Local Government Authority or, where the context requires, any New South Wales government regulatory authority;
- (bb) **“PIIP Act”** means *Privacy and Personal Information Protection Act 1998*

- NSW;
- (cc) **“Panel”** means a fire indicator panel and **“Sub Panel”** means a sub-indicator panel, each as defined in AS2484.2-1991 or any relevant successor standard;
  - (dd) **“Personal Information”** means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form), whether true or not, about an individual whose identity is apparent, or can be reasonably ascertained, from the information or opinion;
  - (ee) **“Protected Premises”** means a building or part of a building that is:
    - (i) fitted with one or more Alarm Installations; and
    - (ii) physically separate from other buildings at a given location (provided that, in determining whether or not a building is physically separate, common walls, walk ways and service tunnels will be ignored);
  - (ff) **“Regulatory Requirements”** means all applicable laws including practice requirements stipulated by any regulatory authority (whether established pursuant to statute or otherwise and whether mandatory or voluntary), regulations, instruments and provisions in force from time to time and any binding codes of practice;
  - (gg) **“Software”** has the meaning given in clause 2.8.
  - (hh) **“Specifications”** means the AFA/ESCAD communication system interface specification as set out in Attachment E – *AFA/ESCAD Communications Interface Specification* together with its appendices, and as amended from time to time in accordance with these Terms and Conditions;
  - (ii) **“System”** means the FRNSW Automatic Fire Alarm/Emergency Services Computer Aided Dispatch (AFA/ESCAD) System, designed to receive from AFASPs, signals of changes of Alarm State from Alarm Installations at Protected Premises;
  - (jj) **“Term”** means the periods referred to in clause 3;
  - (kk) **“Unmonitored alarm”** means a fire detection alarm or fire suppression system that is not monitored by an ASASP under this Agreement; and
  - (ll) **“Waiver AFA Request”** means the application to waive AFA false alarm charges, which is submitted online via *FARMS* as set out in Guideline No. 4 by an AFASP on behalf of a Customer and approved or rejected by FRNSW.

## 1.2 INTERPRETATION

In this Agreement the following rules of interpretation apply unless the context otherwise provides:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;

- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words such as, including, particularly and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
  - (i) a person includes a natural person, partnership, joint venture, government agency, local authority, association, corporation or other body corporate;
  - (ii) a party includes its successors and permitted assigns;
  - (iii) a document includes all amendments or supplements to that document;
  - (iv) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this Agreement;
  - (v) this Agreement includes all schedules, guidelines, instruction and attachments to it;
  - (vi) a law includes a constitutional provision, treaty, decree, convention, statute, legislation, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced; and
  - (vii) a reference to a monetary amount in this Agreement is in Australian dollars;
- (g) notes in this Agreement are for information and guidance purposes only and do not form part of the operative provisions of Agreement;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it; and
- (i) to the extent that there is a conflict between any of the documents that comprise the Agreement, the conflict shall be resolved by giving priority to the documents in the following order (with an item higher in the list having priority over a lower item):
  - Terms and Conditions;
  - Attachments;
  - Guidelines; and
  - Instructions.

## 2. CONDITIONS SUBSEQUENT AND AFASP CONNECTION TO THE SYSTEM

### Note:

- See Attachment A - *Application for Connection as an AFASP* (AFA-F-01).
- See Attachment F - *AFA/ESCAD IP Communication System Interface Test Registration Form* (AFA-F-04).
- See Instruction No. 3: *AFASP IP Communication System Interface Testing*



(AFA-I-03).

- 2.1 This Agreement is subject to and conditional upon the conditions subsequent specified in clause 2.4 (“**Conditions Subsequent**”).
- 2.2 The Conditions Subsequent are for the sole benefit of, and may be waived only by, FRNSW.
- 2.3 If the Conditions Subsequent are not fulfilled or waived in writing by the Commissioner within three months of delivery of the *Application for Connection as an AFASP* (AFA-F-01) as set out in Attachment A or such other date as agreed in writing between the parties, then FRNSW may, by notice in writing to the AFASP, terminate this Agreement with immediate effect without liability to the AFASP.
- 2.4 The Conditions Subsequent which must be satisfied by the AFASP within the period specified in clause 2.3 are:
- (a) the AFASP must deliver to FRNSW a properly completed *Application for Connection as an AFASP* (AFA-F-01) as set out in Attachment A;
  - (b) the AFASP must pay to FRNSW the Application Fee specified in Attachment B – *Schedule of AFASP Fees and Charges* (AFA-P-30), by electronic funds transfer;
  - (c) the AFASP has, in the sole opinion of the Commissioner, satisfied reasonable financial, credit and business reference checks, and any like checks undertaken by FRNSW;
  - (d) the AFASP has, in the sole opinion of the Commissioner, satisfied the AFA/ESCAD communication system interface testing requirements specified in *Instruction No. 3: AFASP Communication System Interface Testing* (AFA-I-03);
  - (e) the AFASP has satisfied clause 2.5; and
  - (f) the AFASP (if an existing or previous AFASP with Customers) has provided a current and complete AFASP Customer Data list as set out in *Instruction No. 1: AFASP Supply of Customer Data* (AFA-I-01).
- 2.5 The AFASP must, at its own cost, ensure it has and maintains a dedicated telephone voice link capability to each of FRNSW communication centres. FRNSW will provide receiving equipment for these links at each communication centre. If for any reason the automated transfer of an AFA call fails or is unavailable, the AFASP must report the failure and any affected fire alarm call to the appropriate FRNSW communication center by the voice link as set out in *Instruction No. 2: AFASP Manual Reporting of Alarm Calls and Communication System Failures* (AFA-I-02).
- Note:** See *Instruction No. 2: AFASP Manual Reporting of Alarm Calls and Communication System Failures* (AFA-I-02).
- 2.6 The Application Fee specified in Attachment B – *Schedule of AFASP Fees and Charges* (AFA-P-30) is non-refundable except where the Condition Subsequent referred to in clause 2.4(c) is not fulfilled nor waived by the Commissioner in accordance with clause 2.2, in which case the Commissioner will reject the

*Application for Connection as an AFASP (AFA-F-01)* and refund the Application Fee paid by the AFASP.

- 2.7 FRNSW will process the *Application for Connection as an AFASP (AFA-F-01)*, and any other applications received from the AFASP, only during the normal office hours of FRNSW.
- 2.8 FRNSW will provide to the AFASP the ESCAD Communication Emulator (ESCADEM) software (referred to here as the “**Software**”) to assist the AFASP with System interface testing in accordance with the AFA/ESCAD communication system interface testing requirements specified in *Instruction No. 3: AFASP IP Communication System Interface Testing (AFA-I-03)*.
- 2.9 FRNSW grants to the AFASP a non-transferable, non-assignable, non-exclusive, royalty free license to use the Software for the limited purpose of testing the interconnectability of the AFASP’s interface to FRNSW AFA/ESCAD System.
- 2.10 The AFASP must not:
- (a) make copies of the Software;
  - (b) reverse engineer, disassemble, decrypt or make derivative works of the Software;
  - (c) rent, sell or transfer the Software in whole or in part to any person; or
  - (d) copy or use the Software in any way not specifically permitted under this Agreement.
- 2.11 The Software is provided for testing purposes only. As such, it is provided AS IS without any warranty of any kind, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. FRNSW does not warrant the functionality of the Software or that the Software is error free. The AFASP assumes the entire risk as to the quality and performance of the Software.
- 2.12 Notwithstanding any other provision of this Agreement, FRNSW will not be liable for any direct, indirect, incidental, special or consequential damages arising from the use of or inability to use the Software.

### **3. TERM**

- 3.1 This Agreement commences on the Commencement Date and, unless otherwise agreed in writing, continues in force for a Term of three years from that date unless sooner determined in accordance with this Agreement.
- 3.2 Subject to and in accordance with clause 3.3, this Agreement may be extended for a subsequent term of two years or such other period as may be agreed in writing between FRNSW and the AFASP.
- 3.3 Either party may notify the other party at any time, not later than three months before the end of the Term that it wishes to extend the Term of this Agreement for a period of two years on the then current terms and if the other party consents to the extension, the Term is so extended.
- 3.4 This Agreement will not be construed to imply that:

- (a) the AFASP has been granted any exclusive right to supply AFA monitoring services to Customers or any other persons or premises; or
- (b) FRNSW is in any way restricted from entering into substantially similar agreements to this Agreement with other persons for those persons to supply the same or similar fire alarm monitoring services.

#### 4. SPECIFICATIONS, GUIDELINES AND INSTRUCTIONS

**Note:**

- See *Automatic Fire Alarm System Agreement Document Master List (AFA-R-10)*.
- See Attachment E - *AFA/ESCAD IP Communication System Interface Specification (AFA-S-01, AFA-S-03)*.
- See Guideline No. 1: *AFASP Alarm Installation Location Requirements for FRNSW Response (AFA-G-01)*.
- See Instruction No. 3: *AFASP IP Communication System Interface Testing (AFA-I-03)*.

- 4.1 The AFASP must comply with all specifications, guidelines, instructions and directions from time to time issued by FRNSW in connection with access to, or use of, the System. Without limiting the generality of the foregoing, the AFASP must:
- (a) only use computer and communication equipment which is to be connected to the System which is compatible with the System; and
  - (b) comply with all user identification methods, passwords, log on and other security devices specified by FRNSW, relating to access to, or use of, the System.
- 4.2 The technical specifications for connection to the System, as at the date of the Agreement, are set out in the Specifications.
- 4.3 The Specifications may be amended by FRNSW not more frequently than once (1) per year by FRNSW giving not less than six (6) months written notice to the AFASP.
- 4.4 Notwithstanding clause 4.3, FRNSW may immediately amend the Specifications and require the AFASP's prompt compliance with the amended Specifications if the amendments are critical to the operation of the System.
- 4.5 The AFASP is responsible for the acquisition and maintenance of the AFASP's own computer and communication equipment, and all associated software.
- 4.6 To better enable FRNSW to have up to date information about Customers, and to enable FRNSW to notify Customers as contemplated by clause 16.3, the AFASP must, every three months and in addition to its obligations under clause 8.5, provide to FRNSW an up to date list of Customers in the content, electronic format and storage media as specified in *Instruction No. 1: AFASP Customer Data*. This list must include Protected Premises address details for alarm response, and Customer contact details which FRNSW may use to advise of the intent to disconnect or terminate under clause 16.3.

**Note:** See *Instruction No. 1: AFASP Supply of Customer Data (AFA-I-01)*.

4.7 The AFASP must ensure that any contract with a Customer entered into or renewed after the date of this Agreement will contain a provision that the Customer is required to inform the AFASP of the current maintenance provider of its AFA systems, so that contact can be made between the AFASP and the maintenance provider if required.

4.8 The AFASP must, every week, provide to FRNSW Alarm Installation system isolated and test data, as specified in *Instruction No. 4: AFASP Supply of Alarm Installation System Isolated and Test Data (AFA-I-04)*.

**Note:** See *Instruction No. 4: AFASP Supply of Alarm Installation System Isolated and Test Data (AFA-I-04)*.

4.9 The AFASP must submit required Protected Premises address data, online via *FARMS* on the following applications, in conformance with *AS4212-1994: Geographic Information Systems - Data Dictionary for Transfer of Street Addressing Information*:

- Application to Monitor Alarm Installation;
- Application to Amend AFA;
- Application to Transfer; and
- Application to Cease Monitoring.

**Note:**

- See Attachment E - *AFA/ESCAD IP Communication System Interface Specification (AFA-S-01)*.
- See *Instruction No. 1: AFASP Supply of Customer Data (AFA-I-01)*.

## 5. SECURITY

**Note:** See *Instruction No. 3: AFASP Communication System Interface Testing*.

5.1 The AFASP must take all reasonable measures to prevent unauthorised access to the System.

5.2 The AFASP must take all reasonable measures to protect its user identification and password, and will not disclose the user identification or password to any person, other than its employees who need to know this information for the purpose of operating the AFASP's own network.

5.3 If, in the sole opinion of the Commissioner, the use of the System by the AFASP is adversely affecting the use of the System by other AFASPs or the efficiency or security of the System as a whole, FRNSW may immediately disconnect the AFASP from the System and may advise all Customers of the AFASP and all relevant New South Wales government authorities of such disconnection without becoming liable to the AFASP in any way.

## 6. APPLICATION FOR MONITORING OF AN ALARM INSTALLATION

### Note:

- 6.1 The AFASP must, within 10 business days prior to commencing monitoring of an Alarm Installation, complete and submit an Application for Monitoring an Alarm Installation online via *FARMS* to FRNSW for that Alarm Installation.
- 6.2 FRNSW must commence charging the relevant fees and charges as set out in Attachment B – *Schedule of AFASP Fees and Charges (AFA-P-30)*, from the date of completion by FRNSW of the Application for Monitoring of an Alarm Installation. If, in the sole opinion of the Commissioner, a Customer fails to comply with the BCA, or the relevant AFASP fails to comply with this Agreement, FRNSW may by written notice to the AFASP and Customer reject the Application for Monitoring of an Alarm Installation giving reasons, and may advise the Customer and all relevant New South Wales government authorities of such rejection of monitoring without becoming liable to the AFASP or the Customer in any way.

## 7. APPLICATION TO TRANSFER MONITORING OF AN ALARM INSTALLATION

**Note:** See *Guideline No. 2: Application to Transfer the Monitoring of an Alarm Installation (AFA-G-02)*.

- 7.1 The acquiring AFASP and the relinquishing AFASP must comply with their respective obligations as set out in *Guideline No. 2: Application to Transfer the Monitoring of an Alarm Installation (AFA-G-02)* in respect of any application to transfer the monitoring of an Alarm Installation.
- 7.2 If the AFASP enters into a contract with a Customer, and that Customer was, immediately prior to the signing of the contract, a Customer of another AFASP, the acquiring AFASP must complete and submit an Application to *Transfer Monitoring of an Alarm Installation* online via *FARMS* to FRNSW for each applicable Alarm Installation. If for any reason the relinquishing AFASP rejects the Application to *Transfer the Monitoring of an Alarm Installation* after it has been requested to do so by the acquiring AFASP, FRNSW may, but is not obliged to, contact the relinquishing AFASP and request that AFASP to show cause why it should not allow the transfer of the monitoring of the Alarm Installation to the other AFASP. If in the sole opinion of the Commissioner the relinquishing AFASP fails to show sufficient or reasonable cause why the transfer of the monitoring of the Alarm Installation should not be made, or the Commissioner otherwise forms the opinion, having regard to issues including, but not limited to, the interest of the Customer, fire safety, BCA compliance and information given by both relevant AFASPs that the Commissioner should allow the transfer of the monitoring of the Alarm Installation despite the relinquishing AFASP's refusal to accept a *Transfer AFA Request*, the Commissioner may allow the transfer without becoming liable to the relinquishing AFASP or the Customer in any way. For avoidance of doubt, the

Commissioner acknowledges that a Customer's refusal to pay the relinquishing AFASP's fees which are properly due and payable would amount to reasonable cause why the transfer of monitoring of the Alarm Installation should not be made.

- 7.3 FRNSW may, but is not obliged to, notify the acquiring AFASP of any false alarms which have arisen from the Alarm Installation during the previous 12 months.
- 7.4 FRNSW will commence charging the relevant fees and charges as set out in Attachment B – *Schedule of AFASP Fees and Charges (AFA-P-30)*, from the date of cut-over as specified in Guideline No. 2: *Application to Transfer the Monitoring of an Alarm Installation (AFA-G-02)*.
- 7.5 If, in the sole opinion of the Commissioner, a Customer fails to comply with the BCA or either the acquiring AFASP or the relinquishing AFASP fails to comply with its respective Agreement, FRNSW may by written notice to the acquiring AFASP and the relinquishing AFASP reject the Application to *Transfer the Monitoring of an Alarm Installation*, without becoming liable to either of the AFASPs or the Customer in any way.

## **8. ONGOING MONITORING OF AN ALARM INSTALLATION**

- 8.1 The AFASP must use all reasonable endeavours to ensure that each of its Customers complies with the BCA and all requirements of all relevant New South Wales government authorities in relation to each Alarm Installation.
- 8.2 Sub-clauses 8.3 to 8.5 (inclusive) do not apply to Domestic Alarms and Unmonitored Alarms .
- 8.3 If, in the sole opinion of the Commissioner, a Customer fails to comply with the BCA or this Agreement, FRNSW may by written notice to the AFASP cease monitoring that Customer's Alarm Installations and may advise the Customer and all relevant New South Wales government authorities of such rejection or cessation of monitoring without becoming liable to the AFASP or the Customer in any way.
- 8.4 Without limiting the AFASP's obligations under clause 4.6, if FRNSW holds any information concerning a Customer of any AFASP, and the AFASP wishes to have access to, or be provided with a copy of, that information, the AFASP must first obtain and supply to FRNSW, a written authorisation from the Customer to FRNSW, authorising FRNSW to disclose or copy such information.
- 8.5 Without limiting the AFASP's obligations under clause 4.6, the AFASP must, within one business day after it becomes aware of any changes to any Alarm Installation data or information supplied to FRNSW notify FRNSW of such changes by submitting an Application to *Amend* online via *FARMS* to FRNSW.

### **Note:**

- See Instruction No. 1: *AFASP Supply of Customer Data (AFA-I-01)*.

## 9. APPLICATION TO CEASE MONITORING OF AN ALARM INSTALLATION

**Note:** See *Guideline No. 3: Application to Cease Monitoring of an Alarm Installation (AFA-G-03)*.

- 9.1 If, as specified in Guideline No. 3, the AFASP monitoring of an Alarm Installation is to cease, the AFASP must:
- (a) notify in writing all relevant New South Wales government authorities; and
  - (b) submit on line via FARMS to FRNSW *the request to Cease Monitoring of an Alarm Installation* as set out in *Guideline No. 3*, together with copies of all notifications to the relevant New South Wales government authorities, as required in clause 9.1(a).

## 10. FRNSW AUDIT, TEST AND INSPECTION RIGHTS

**Note:** See *Guideline No. 6 Monitoring System Testing Requirements*

- 10.1 Subject to clause 10.2, on five business days' notice by FRNSW, the AFASP must provide to FRNSW or to any auditor appointed by FRNSW access to:
- (a) the systems, personnel and premises of the AFASP or contracted to the AFASP to supply AFA monitoring services to Customers, excluding telecommunications links and equipment or systems of a like nature supplied by telecommunications carriers or other like third parties to which access may not be reasonably obtained by the AFASP; and
  - (b) the financial and operational records and other documentation relating to the supply of AFA monitoring services to Customers, which at a minimum may be satisfied by the AFASP's statutory accounts, the debtors' ledger for false alarms and the creditors' ledger with FRNSW, for the purpose of performing audits, tests and inspections.
- 10.2 If reasonably required by FRNSW, on receipt of two hours notice by FRNSW, the AFASP must allow FRNSW or any auditor appointed by FRNSW access to conduct inspections and tests of the AFASP's systems to ensure any particular AFA monitoring service provided by the AFASP to a Customer is functioning correctly.
- 10.3 Without in any way limiting the effect of clauses 10.1 or 10.2, the AFASP agrees that FRNSW or its contractor may, on 5 days prior notice, inspect and test the AFASP's monitoring centre and monitored Alarm Installations in accordance with the test scope set out in *Part A (Inspection of AFASP Monitoring Centres and Monitored Alarm Installations)* of *Guideline No. 6* to satisfy itself that the AFASP monitoring service is functioning correctly.
- 10.4 The parties acknowledge and agree that it is of critical importance to ensure that the AFA monitoring services provided by the AFASP are reliable and meet all Regulatory Requirements. To ensure both parties remain aware of any reliability issues affecting the AFA monitoring services, the AFASP must supply to FRNSW

the statistical information set out in *Part B (Reliability of Monitoring Services)* of *Guideline No. 6* at the times required by *Part B (Reliability of Monitoring Services)* of *Guideline No. 6*.

## 11. AFASP FEES AND CHARGES

**Note:** See Attachment B – *Schedule of AFASP Fees and Charges* (AFA-P-30).

**Note:** See *Guideline No. 4: Application to Waive AFA False Alarm Charges* (AFA-G-04).

- 11.1 The AFASP must pay to FRNSW the fees and charges specified in and in accordance with the terms specified in Attachment B – *Schedule of AFASP Fees and Charges* (AFA-P-30) by electronic funds transfer to the bank account of FRNSW advised from time to time in writing to the AFASP, so long as FRNSW has not, by written notice, advised the AFASP that regulations applying to FRNSW do not so permit. The AFASP must also give one business day's written notice of each such payment to FRNSW.
- 11.2 FRNSW may amend:
- (a) the manner in which fees and charges are levied; or
  - (b) the amount of the fees and charges,
- by giving at least 90 days prior written notice to the AFASP of such amendments.
- 11.3 Notwithstanding clause 11.2, FRNSW will not amend any fees or any charges more than once in any financial year (being the period commencing on 1 July and ending on 30 June each year).
- 11.4 Where a Customer has been declared bankrupt or is placed into liquidation an AFASP may request a credit from FRNSW for any false alarm charges that remain unpaid by the Customer. The AFASP must provide sufficient and reasonable evidence, to the satisfaction of FRNSW, in support of a request for a credit. FRNSW will issue a credit to the AFASP for these false alarm charges within 60 days from receiving such request. Any money subsequently recovered or received by an AFASP for false alarm charges must be paid to FRNSW.
- 11.5 Except as provided in clauses 2.6 and 13.6, fees and charges paid by the AFASP are not refundable.
- 11.6 The AFASP must pay each invoice for fees and charges issued by FRNSW pursuant to clause 11.1 in full without any deduction of any kind. If the AFASP disputes the whole or any portion of the amount of fees and charges claimed by FRNSW pursuant to an invoice, the AFASP must notify FRNSW within 45 days of the date of the invoice. FRNSW will seek to resolve any disputed amount with the AFASP. If it is resolved that any fee or charge paid by the AFASP should not have been paid, FRNSW will credit that fee or charge against the next invoice to be issued after resolution of the particular dispute.
- 11.7 FRNSW may charge Interest on any amount of fees or charges properly invoiced which remain unpaid by the due date for payment, until payment is actually made, and the AFASP must pay such Interest.



- 11.8 Any amount owed to FRNSW by the AFASP and any Interest owed under this clause 11 will, without prejudice to any other rights available to FRNSW under this Agreement or otherwise, be recoverable by FRNSW as a debt due to FRNSW by the AFASP without further proof of the debt by FRNSW being necessary.
- 11.9 If FRNSW is required to take debt recovery proceedings against the AFASP, the AFASP must pay FRNSW's reasonable costs incurred in taking those proceedings in addition to the debt and Interest accrued in respect of that debt.
- 11.10 Neither FRNSW nor the AFASP will be obliged to pay any amount in respect of GST to the other until a tax invoice that complies with the GST Legislation has been issued in respect of that GST. FRNSW and the AFASP agree to do all things, including providing services or other documentation that may be necessary or desirable to:
- (a) enable or assist the other party to claim input tax credits to the maximum extent possible; or
  - (b) itself claim all input tax credits that might be available to it in order to reduce the amount recoverable from the other party under this Agreement.
- 11.11 If at any time an adjustment is required to be made as between FRNSW and the relevant taxing authority of an amount paid on account of GST on any supply made to the AFASP by FRNSW under this Agreement, a corresponding adjustment must be made as between FRNSW and the AFASP and any payments required to give effect to the adjustment must be made. FRNSW will provide the AFASP an Adjustment Note in relation to any adjustment as required by the GST Legislation.
- 11.12 Where any fees, charges or Interest remain unpaid more than two months after they are due and payable, FRNSW may require and the AFASP must provide continuing security for payment in the form of an unconditional irrevocable financial undertaking from a reputable bank or other acceptable financial institution. The unconditional financial undertaking must be provided from the date and for a maximum aggregate sum as specified by FRNSW and will remain in force for the remainder of the Term. All charges incurred by the AFASP in obtaining and maintaining the unconditional financial undertaking will be borne by the AFASP.
- 11.13 Where any fee or charge payable by the AFASP is to be passed on to a Customer for payment, any administration charge or like charge made by the AFASP to the Customer in respect of the fee or charge will be listed as a separate charge to the fee or charge payable to FRNSW.
- 11.14 The AFASP may apply for waiver by FRNSW of a Customer's false alarm charges in accordance with *Guideline No. 4: Application to Waive AFA False Alarm Charges* (AFA-G-04).

## 12. INDEMNITY BY AFASP

- 12.1 The AFASP releases and must indemnify and hold harmless FRNSW, its officers,

employees, agents or sub-contractors from and against all liabilities, claims, damages, losses, costs and expenses of whatever nature, howsoever occurring, which may accrue against or be suffered by FRNSW, its officers, employees, agents or sub-contractors arising out of or in any way connected with the connection of the AFASP to the System unless caused by a deliberately wrongful act or omission or negligence on the part of FRNSW or any of its officers, employees, agents or sub-contractors.

### **13. LIABILITY OF FRNSW**

- 13.1 FRNSW makes no express warranties under this Agreement.
- 13.2 Nothing in this Agreement is to be taken as excluding, modifying or limiting the application of any condition, warranty, statutory guarantee, right or remedy implied or imposed by common law, statute or regulation which cannot be lawfully excluded, restricted or modified, which may include the *Competition and Consumer Law Act 2010* (Cth) and corresponding provisions of State or Territory legislation containing implied terms and/or statutory guarantees if to do so would contravene that common law, statute, or regulation or cause any part of this clause or any other clause of this Agreement to be void.
- 13.3 The AFASP acknowledges the provisions of section 78 of *FRNSW Act 1989* protecting the Crown, the Commissioner and others including FRNSW from liability for things done by them in good faith for the purposes of carrying out obligations under *FRNSW Act 1989*.
- 13.4 Subject always to section 78 of *FRNSW Act 1989* and to the extent that any provision of this Agreement may not protect FRNSW from liability, FRNSW exclude:
- (a) from this Agreement, all conditions, warranties and terms implied by statute or common law, except any implied condition or warranty the exclusion of which would contravene any statute or cause this clause to be void;
  - (b) any and all liability to AFASP in contract for loss of profits, wasted expenditure, loss of revenue, goodwill, opportunities, loss or corruption of data or loss of anticipated savings howsoever and whenever occurring or any consequential or indirect damages arising out of or in connection with this Agreement even if:
    - (i) FRNSW knew that they were possible; or
    - (ii) they were otherwise foreseeable and whether suffered as a result of claims by any other person, whether a Customer or otherwise; and
  - (c) any or all liability to the AFASP, except (but subject to clause 13.4(b)) for any deliberately wrongful act or omission or negligence of the FRNSW, its officers, employees, agents and subcontractors arising out of or in connection with this Agreement.
- 13.5 Any liability of the FRNSW to the AFASP for breach of:
- (a) any express provision of this Agreement is limited to refunding any amount paid by the AFASP for connection to the System in respect of which breach

occurred, as detailed in clause 13.6;

- (b) any non-excludable condition, warranty, statutory guarantee, or right or remedy is limited, at the option of FRNSW, to any one of supplying, replacing or repairing connection to the System in respect of which breach occurred.

13.6 Upon breach by FRNSW of its obligations to provide connection to the System set out in this Agreement and upon request by the AFASP, FRNSW will reimburse to the AFASP an amount of money calculated as follows:

$$A = \$Y \times P$$

where:

**A** = Amount to be reimbursed;

**Y** = AFASP Maintenance Fee for the billing period in which resort to clause 13.5 arises; and

**P** = Percentage of the billing period, calculated on a daily basis, during which the AFASP was not connected to the System due to breach by FRNSW.

**Note:** See Attachment B – *Schedule of AFASP Fees and Charges (AFA-P-30)*.

## 14. WARRANTIES AND COVENANTS

14.1 The AFASP represents and warrants to FRNSW that:

- (a) it has the full power to enter into the Agreement and will perform its obligations under the Agreement in accordance with the terms of this Agreement, including Attachment C – *AFASP Code of Conduct (AFA-P-32)*;
- (b) the entering into and performance of its obligations under this Agreement have been duly authorised by all necessary corporate action on its part;
- (c) it has obtained all consents, permissions and licences necessary to enable it to perform its obligations under this Agreement;
- (d) it will promptly at all applicable times provide FRNSW with the information required and in the format specified in this Agreement;
- (e) the execution of this Agreement, and the performance of its obligations under the Agreement, does not and will not contravene any contractual restriction or any existing applicable law or regulation binding on it;
- (f) no action, suit, proceeding or arbitration is pending or threatened against it before any court, board of arbitration or administrative agency which could or might result in any material adverse change in its business assets or condition (financial or otherwise); and
- (g) the information contained in the *Application for Connection as an AFASP (AFA-F-01)*, is, or will be at the time submitted to FRNSW, true and correct.

14.2 The AFASP represents and warrants to FRNSW that all information contained in the *Application for Connection as an AFASP (AFA-F-01)*, is true and correct at the time submitted.

14.3 The AFASP must, within 21 days after it becomes aware of any changes to any information contained in the *Application for Connection as an AFASP (AFA-F-01)*, notify the FRNSW of such changes.

## 15. ASSIGNMENT

- 15.1 The AFASP must not assign all or any part of its rights under the Agreement without the prior written consent of FRNSW.
- 15.2 The AFASP must not assign in whole or in part or novate the Agreement without the prior written consent of FRNSW, which consent may be withheld in its discretion.
- 15.3 The AFASP acknowledges that FRNSW may conduct financial and other inquiries before determining whether or not to give consent to the assignment or novation.

## 16. TERMINATION OF AGREEMENT BY FRNSW

- 16.1 Without limiting the generality of any other clause in this Agreement, FRNSW may terminate this Agreement immediately by notice in writing if:
- (a) the AFASP is in breach of any term of this Agreement and such breach is not remedied within thirty (30) days of receiving notice to remedy the breach from FRNSW;
  - (b) the AFASP engages in behaviour which is determined by FRNSW (acting reasonably) to be manifestly unethical, unprofessional or which materially harms the business or reputation of FRNSW;
  - (c) the AFASP becomes the subject of an Insolvency Event; or
  - (d) the AFASP ceases or threatens to cease conducting its business in the normal manner.
- 16.2 If the AFASP is in breach of any terms of this Agreement, FRNSW may, by written notice to the AFASP and without prejudice to any other rights or remedies of FRNSW, terminate the AFASP's connection to the System.
- 16.3 In the event of:
- (a) the AFASP being in breach of any terms of this Agreement; or
  - (b) FRNSW providing notice of its intention to terminate this Agreement under clause 16.1; or
  - (c) disconnection or termination of the AFASP from the System under clauses 5.3 or 16.2; or
  - (d) disconnection of the AFASP from the System or termination of this Agreement by FRNSW for any other reason;
- then, upon notification by FRNSW to the AFASP of its intent to disconnect or terminate, FRNSW may, but is not obliged, to notify all Customers of the AFASP and all relevant New South Wales government authorities of such intent. The AFASP agrees that, by doing so, FRNSW will not be liable to the AFASP for any costs, loss or damage suffered by the AFASP.
- 16.4 When this Agreement expires, or if this Agreement is terminated by FRNSW under this clause 16, the AFASP must immediately:
- (a) pay to FRNSW all amounts owing by AFASP to FRNSW, whether previously demanded or not; and

- (b) return to FRNSW (and/or at FRNSW's election in writing, destroy) all FRNSW's Confidential Information which it may have in its possession or control.

## 17. ASSISTANCE ON TERMINATION OR DISCONNECTION FROM THE SYSTEM

17.1 If this Agreement is terminated or the AFASP is disconnected from the System, for any reason whatsoever, the AFASP must immediately and in writing:

- (a) notify all relevant New South Wales government authorities of such termination or disconnection and provide to those authorities the details of all Customers affected by such termination or disconnection;
- (b) notify all Customers of such termination or disconnection;
- (c) provide to FRNSW details of all Customers affected by such termination or disconnection.

**Note:** See *Instruction No. 1: AFASP Customer Data (AFA-I-01)*.

17.2 If this Agreement is terminated or the AFASP is disconnected from the System for any reason whatsoever, FRNSW will be at liberty to provide free of charge to all other AFASPs, the AFASP's details of Customers affected by such termination or disconnection.

17.3 The AFASP acknowledges that:

- (a) in the circumstances referred to in this Agreement, FRNSW may disconnect or terminate the AFASP's connection to the System and/or terminate this Agreement;
- (b) if an occurrence of the kind referred to in clause 17.3(a) occurs it is critical for the Customers and FRNSW that there be an orderly and staged transition of the monitoring of Alarm Installations from the AFASP to another AFASP or to other AFASPs without interruption other than that which is absolutely necessary to accommodate such transition; and
- (c) in order to achieve the orderly and staged transition described in clause 17.3(b), FRNSW may require the AFASP to provide the AFASP Disengagement Services in accordance with *Guideline No. 5: AFASP Disengagement Plan (AFA-G-05)*.

17.4 If the AFASP is disconnected from the System or this Agreement is terminated for any reason whatsoever, the AFASP must, if required to do so by FRNSW, provide the AFASP Disengagement Services in accordance with *Guideline No. 5: AFASP Disengagement Plan (AFA-G-05)*.

**Note:** See *Guideline No. 5: AFASP Disengagement Plan (AFA-G-05)*.

## 18. USE AND NON-DISCLOSURE OF INFORMATION PROVIDED

18.1 Without limiting FRNSW's right of disclosure under clause 17.2 or under any AFASP Disengagement Plan, FRNSW may use information provided by the

AFASP under this Agreement for the furtherance of FRNSW's statutory functions without payment of any royalty or other amount, and may disclose such information to its sub-contractors and agents for this purpose.

- 18.2 Subject to clause 18.1, the parties will not disclose Confidential Information provided or made available to each other by each other under or in connection with this Agreement to any other party without the prior written permission of the party providing or making available the information.
- 18.3 Subject to clause 18.1, each party must ensure that its sub-contractors and agents do not disclose Confidential Information provided or made available by the other party under this Agreement to any other party without the written permission of the party providing or making available the information.
- 18.4 The non-disclosure provisions of this Agreement will not be considered to be breached if disclosure is:
- (a) required by law;
  - (b) with respect to any matter within public knowledge, other than as a result of an unauthorised disclosure by a party to this Agreement; or
  - (c) required to ensure an orderly and staged transition of the monitoring of Alarm Installations from the AFASP to another party in accordance with the terms of this Agreement.
- 18.5 Each party agrees to comply with all applicable legislative requirements concerning the keeping and disclosure of Personal Information (which, in relation to the AFASP, includes the *Privacy Act 1988* (Cth) and any analogous legislation in force from time to time), and agrees to treat Personal Information disclosed to it by the other party in the same way it treats other Personal Information held by it.
- 18.6 Each party agrees to use the Personal Information (including Customer Data) for the purposes of performing that party's obligations in accordance with and in compliance with the terms of this Agreement.
- Note:** See Instruction No. 1: *AFASP Supply of Customer Data* (AFA-I-01)
- 18.7 The AFASP must make all notifications to and obtains all consents from each Customer as required to ensure that FRNSW can access and use any Personal Information concerning the Customer for the purposes contemplated by the provisions of this Agreement.

## 19. SUB-CONTRACTING AND APPOINTING OF AGENTS

- 19.1 The AFASP must not sub-contract the whole or any part of any of its obligations under this Agreement other than to a specified sub-contractor referred to in clauses 19.2 and 19.3 or an approved agent referred to in clause 19.4, except:
- (a) with the prior written consent of FRNSW, which consent may be given or withheld solely at FRNSW's discretion; and
  - (b) on such conditions as FRNSW thinks fit.
- 19.2 The AFASP must ensure that any sub-contractor is aware of all the Terms and Conditions of this Agreement relevant to the sub-contractor's part in the

performance of this Agreement.

- 19.3 The AFASP must obtain from each sub-contractor a signed statutory declaration substantially as set out in Attachment D – *Statutory Declaration by Sub-Contractor* (AFA-F-23) prior to the commencement of any work under this Agreement by that sub-contractor and must provide any statutory declaration so obtained to FRNSW. **Note:** See Attachment D – *Statutory Declaration by Sub-Contractor* (AFA-F-23).
- 19.4 The AFASP may supply services to Customers through agents of the AFASP provided that the AFASP has obtained the prior written approval of FRNSW (which approval may be given or withheld solely at FRNSW’s discretion).
- 19.5 The AFASP will not be relieved of any of its liabilities or obligations under this Agreement by entering into sub-contracts referred to in clauses 19.1, 19.2 and 19.3 or agency arrangements referred to in clause 19.4 and the AFASP will be liable to FRNSW for the acts, defaults and neglects of any sub-contractor or agent or any employee or agent of the sub-contractor or any employee of the agent as fully as if they were the acts, defaults or neglects of the AFASP or the employees or agents of the AFASP.
- 19.6 The AFASP will be responsible for ensuring the suitability of any sub-contractor or agent for the work proposed to be carried out and for ensuring that the work performed by the sub-contractor or agent meets the requirements of the AFASP.

## 20. DISPUTES

- 20.1 A party must not commence court proceedings (except proceedings seeking interlocutory, urgent or injunctive relief) in respect of a dispute arising out of this Agreement unless it has complied with this clause.
- 20.2 A party claiming that a dispute has arisen must notify the other party to the dispute in writing giving details of the dispute.
- 20.3 During the 60 day period, or two day period for critical issues as notified by FRNSW to the AFASP, after a notice is given under clause 20.2 each party must use its reasonable efforts to resolve the dispute, including referring the dispute to senior management.
- 20.4 If the dispute is not resolved under clause 20.3 then the parties may agree in writing to endeavor to settle the dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC).
- 20.5 If the parties agree to settle the dispute by mediation:
- (a) the mediation will be conducted in accordance with the ACDC Guidelines for Commercial Mediation which are operating at the time the matter is referred to the ACDC; and
  - (b) the terms of the ACDC Guidelines are hereby deemed incorporated into this Agreement.
- 20.7 If the dispute is not resolved under clause 20.3 or (if applicable) clause 20.4 then either party may initiate court proceedings.

## 21. NOTICES

21.1 Any notice to be given under the Agreement (except information sent online via *FARMS*):

21.1.1 must be in writing addressed to the intended recipient at the address shown below, or to the address last notified by the intended recipient to the sender:

(a) if to FRNSW:

Business Manager Field Operations

Field Operations Division

Fire and Rescue NSW

1 Amarina Avenue

GREENACRE NSW 2190

Telephone: (02) 9742 7360

Email: [Alarms@fire.nsw.gov.au](mailto:Alarms@fire.nsw.gov.au)

(b) if to the AFASP:

The address specified in the *Application for Connection as an AFASP (AFA-F-01)*;

21.1.2 must be signed by a duly authorised person;

21.1.3 will be taken to have been given or made:

(a) in the case of delivery in person, when delivered to or left at the above address;

(b) in the case of delivery by post, on the third business day after posting; and

(c) in the case of transmission by facsimile, when recorded on the transmission result report unless:

(i) that result report indicates a faulty or incomplete transmission; or

(ii) within two business days of transmission the recipient informs the sender that the transmission received was faulty or incomplete; and

21.2 must within five business days of receipt be acknowledged in writing by the receiving party and forwarded by any of the methods set out in clause 21.3.

## 22. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

22.1 The AFASP must not represent itself, and must ensure that its employees do not represent themselves as being, an employee, partner or agent of FRNSW or as otherwise able to bind or represent FRNSW.

22.2 The AFASP will not for any purpose be deemed to be an employee, partner or agent of FRNSW, or have any power or authority to bind or represent FRNSW.

22.3 The AFASP is not authorised to assume or create any obligations on behalf of FRNSW.

## 23. NO WAIVER

No failure to exercise, and no delay in exercising, any right, power or remedy under the Agreement will operate as a waiver. Nor will any single or partial



exercise of any right, power or remedy preclude any other or further exercise of that or any other power, right or remedy.

## **24. SEVERANCE**

Any provision of the Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of the Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

## **25. NO MERGER**

The rights and obligations of the parties will not merge on completion of any transaction under the Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purposes of implementing any transaction.

## **26. ENTIRE AGREEMENT**

The Agreement contains all of the contractual arrangements of the parties regarding the transactions to which it relates. It supersedes any previous agreements and the conduct by the parties regarding those transactions.

## **27. AMENDMENT**

Except as otherwise provided in these Terms and Conditions, the Agreement may be amended only by an agreement or deed signed by the parties by their duly authorised representatives.

## **28. SURVIVAL**

In addition to any provisions of these Terms and Conditions which are stated to survive termination or expiry of this Agreement the following clauses of this Agreement shall survive termination or expiry of this Agreement:

Clause 1: Definitions and Interpretation;

Clause 5: Security;

Clause 10: FRNSW audit, test and inspection rights;

Clause 11: AFASP fees and charges;

Clause 12: Indemnity by AFASP;

Clause 13: Liability to FRNSW;

Clause 14: Warranties and covenants;

Clause 15: Assignment;

Clause 16: Termination of Agreement by FRNSW;

Clause 17: Assistance on termination or disconnection from the system;

Clause 18: Use and non-disclosure of information provided;

Clause 20: Disputes;

Clause 21: Notices;  
Clause 23: No waiver;  
Clause 24: Severance;  
Clause 28: Survival;  
Clause 30: Governing law; and  
Clause 31: All Attachments, Guidelines, Instructions and any other documents referred to in clause 31.

## 29. COUNTERPARTS

This Agreement may be executed in one or more counterparts executed by one or more of the parties, each of which counterparts will constitute the one agreement which will be binding on all the parties when one such counterpart has been executed by each party.

## 30. GOVERNING LAW

The Agreement is governed by the laws of the State of New South Wales. The parties submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in the State of New South Wales.

## 31. REFERENCES

### **Agreement Document Master List**

*Automatic Fire Alarm System Agreement Document Master List (AFA-R-10).*

### **Attachments**

*Attachment A - Application for Connection as an AFASP (AFA-F-01).*

*Attachment B - Schedule of AFASP Fees and Charges (AFA-P-30).*

*Attachment C - AFASP Code of Conduct (AFA-P-32).*

*Attachment D - Statutory Declaration by AFASP Sub-Contractor (AFA-F-23).*

*Attachment E - AFA/ESCAD IP Communication System Interface Specification (AFA-S-01), AFA/ESCAD IP Communication System Interface Specification: Appendix B: NSW (AFA-S-03).*

*Attachment F - AFA/ESCAD IP Communication System Interface Test Registration Form (AFA-F-04).*

*Attachment G - Application to Renew or Amend AFA System Agreement (AFA-F-25).*

### **Guidelines**

*Guideline No. 1: AFASP Alarm Installation Location Requirements for FRNSW Response (AFA-G-01).*

*Guideline No. 2: Application to Transfer Monitoring of an Alarm Installation (AFA-G-02).*

*Guideline No. 3: Application to Cease Monitoring of an Alarm Installation (AFA-G-03).*

Guideline No. 4: *Application to Waive AFA False Alarm Charges (AFA-G-04)*.  
Guideline No. 5: *AFASP Disengagement Plan (AFA-G-05)*.  
Guideline No. 6: *AFASP Monitoring System Testing Requirements (AFA-G-06)*.

### **Instructions**

Instruction No. 1: *AFASP Supply of Customer Data (AFA-I-01)*.  
Instruction No. 2: *AFASP Manual Reporting of Alarm Calls and Communication System Failures (AFA-I-02)*.  
Instruction No. 3: *AFASP IP Communication System Interface Testing (AFA-I-03)*.  
Instruction No. 4: *AFASP Supply of Alarm Installation System Isolated and Test Data (AFA-I-04)*  
Instruction No.5: *AFASP Interface to FARMS (AFA-I-05)*

### **References - External publications**

#### **Legislation**

*Corporations Act 2001 (Cth)*.  
*Fire and Rescue NSW Act 1989*.  
*Fire Brigades Regulation 2014*.  
*A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.  
*Public Sector Employment and Management (Fire and Rescue NSW) Order 2010*.  
*Public Sector Employment and Management Act 2002*.  
*Oaths Act 1900*.  
*Competition and Consumer Act 2010 (Cth)*.

#### **Standards**

*AS1670.3. Fire detection, warning, control and intercom systems – System design, installation and commissioning – Fire alarm monitoring*.  
*AS4428.6. Fire detection, warning, control and intercom systems – Control and indicating equipment- Alarm signaling equipment*.  
*AS2118.1. Automatic Fire Sprinkler Systems - General Requirements*. Standards Australia.  
*AS2484.2. Fire - Glossary of Terms - Fire Protection and Firefighting Equipment*. Standards Australia.  
*AS4212-1994. Geographic Information Systems - Data Dictionary for Transfer of Street Addressing Information*. Standards Australia.  
*Building Code of Australia (BCA). National Construction Code Series, Volumes 1 & 2*. Australian Building Codes Board (ABCB), Canberra, Unless otherwise specified, the current editions of the Australian Standard and BCA should be considered.