



Automatic Fire Alarm System Agreement

Guideline No. 5

AFASP Disengagement Plan

Issued under Automatic Fire Alarm System Agreement
Terms and Conditions (AFA-C-01), clauses 17.3 and 17.4

Field Operations Division

1 Purpose

- 1.1 The purpose of this document is to describe Automatic Fire Alarm Service Provider (AFASP) obligations (hereinafter referred to as “**Disengagement Services**”) when disengaging from the Fire and Rescue NSW (FRNSW) Automatic Fire Alarm System.
- 1.2 The purpose of Disengagement Services is to ensure transition of Alarm Installation monitoring services from a disengaging AFASP to other AFASPs is completed in an orderly and staged manner and without negatively impacting on the FRNSW Automatic Fire Alarm System or AFASP Customers.

2 Scope

- 2.1 The scope of this document is disengagement by an AFASP from the FRNSW Automatic Fire Alarm System.

3 Disengagement Period

- 3.1 The Disengagement Period is, unless otherwise specified by FRNSW, 3 months from notice of termination, or expiration of the Agreement.
- 3.2 The AFASP must provide the Disengagement Services during the Disengagement Period to ensure the smooth transition of Alarm Installation monitoring services to another AFASP without negatively impacting on the FRNSW Automatic Fire Alarm System or AFASP Customers.
- 3.3 Where the transition of Alarm Installation monitoring services from the disengaging AFASP to other AFASPs has not been completed at the end of any Disengagement Period, FRNSW may at its option extend the Disengagement Period until such time as all Alarm Installation monitoring services have been transitioned from the disengaging AFASP to other AFASPs.

4 AFASP Disengagement Services

- 4.1 The disengaging AFASP must:
 - (a) prior to carrying out any disengagement activities with its Customers, provide to FRNSW a Disengagement Plan specifying how the disengaging AFASP proposes to carry out the transition of all its Alarm Installation monitoring services to other AFASPs. The Disengagement Plan must be approved by FRNSW before the disengaging AFASP commences any disengagement activities;
 - (b) provide copies of all current contracts with Customers to FRNSW;

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

- (c) provide up to date Customer lists and billing information to FRNSW and other AFASPs at no cost;
- (d) arrange, and cooperate with FRNSW, to novate all current Customer contracts to other AFASPs within the Disengagement Period at no cost; and
- (e) if required by FRNSW:
 - (i) ensure that monitoring services to all Customers are maintained until transfer to another AFASP is completed;

- (ii) allow FRNSW or its nominee to operate the disengaging AFASP's Alarm Installation monitoring centre at no cost to FRNSW or its nominee; and
 - (iii) provide all materials, staff and information necessary to operate the monitoring centre.
- 4.2 The disengaging AFASP irrevocably appoints FRNSW as its attorney to sign all documents and do all things necessary on the AFASP's part which the AFASP is obliged to do under the Agreement, including under this Disengagement Plan, and which the AFASP fails to do or execute within 5 days of FRNSW giving notice to the AFASP requiring the AFASP to do any specified thing or sign any specified document as required by the Disengagement Plan.
- 4.3 Where FRNSW is required to perform any Alarm Installation monitoring services which would otherwise have been or should have been provided by the disengaging AFASP, the disengaging AFASP will pay to FRNSW its reasonable costs for performing those Alarm Installation monitoring services.
- 4.4 The disengaging AFASP hereby indemnifies FRNSW for any loss, cost or liability FRNSW incurs or suffers as a result of the disengaging AFASP's failure to supply the Disengagement Services in accordance with the terms of the Agreement.

5 References

Identifier	Title
AFA-I-01	<i>Instruction No. 1: AFASP Supply of Customer Data</i>
AFA-P-08	<i>Disconnecting an AFASP on Financial Grounds (FRNSW Internal Only)</i>
AFA-P-09	<i>Warning an AFASP on Operational Grounds (FRNSW Internal Only)</i>
AFA-P-13	<i>Disconnecting an AFASP on Operational Grounds (FRNSW Internal Only)</i>