FIRE SYSTEM SERVICES
ACN 113 794 924 | ABN 47 635 264 476
Address all correspondence to: PO Box 16, Prospect SA 5082
Phone: 1300 88 3473
E: info@firesys.com.au | W: www.firesys.com.au

ACCOUNT APPLICATION

APPLICATION FOR CREDIT ACCOUNT AND AGREEMENT
Fire System Services (the Company) and (the Customer) as named below understand this is a contract and the document comprises the credit application and the Company's terms and conditions attached to it. This application may include a guarantee/s which must be completed in full in order to process this application. If you sign the documents you will be bound by its terms. You should read the terms of the documents carefully and seek legal advice about its terms.

I / We hereby apply for a Trading Account and submit the following information

Business Name: .....

Trading Address: .....

Suburb: ..... State: ..... Post Code: .....

Postal Address: .....

Suburb: ..... State: ..... Post Code: .....

Business Ph: ..... MOBILE .....

Email Address For Invoices / Statements : .....

Email Address For Quotes : .....

Email Address For Service Reports : .....

Commencement Date Of Business Under This Trading Name: .....

ABN: .....

Bank Name: ..... Branch: .....

BUSINESS STRUCTURE

☐ Sole Trader / Partnership *(Business is not incorporated and does not have an ACN)*

Registered Trading Name: .....

Registered Business Number: BN ..... State Of Registration: .....

Personal Details Of Registered Properties Or Trading Name *(if more than 2 please attach details of extra proprietors)*

1. Full Name: ..... Home Phone: ..... D.O.B.: .....

Residential Address: .....

Suburb: ..... State: ..... Post Code: .....

2. Full Name: ..... Home Phone: ..... D.O.B.: .....

Residential Address: .....

Suburb: ..... State: ..... Post Code: .....

☐ Company / Trustee Company / Incorporated Body

Registered Name: .....

ACN: .....

Date Of Incorporation: ..... State Of Incorporation: .....

☐ Trust

Registered Trust Name: .....

Trust Type: .....

Trustee: .....

Address For Trustee: .....

Suburb: ..... State: ..... Post Code: .....

CREDIT DETAILS

ESTIMATED AMOUNT OF CREDIT REQUIRED: $..... **ALL accounts are Strictly Fourteen (14) Days from the Date of Invoice**

Note: If you are applying for Credit of $5,000 or more, a personal / director guarantee is required and must be signed by all proprietors / company directors / trustees

PERSON(S) TO CONTACT REGARDING PAYMENT OF THE ACCOUNT:

1. Name: ..... Postiion: ..... Phone: .....

2. Name: ..... Postiion: ..... Phone: .....

Accounts Payable Email: 1. ..... 2. .....

A Credit Card Fee will be applied to payments made by credit card of $5,000 or more.

The Customer agrees to pay all amounts due in clear funds within the Company's agreed time frame but no later than 30 days from the date of invoice. The Customer agrees that if it fails to pay in accordance with this clause, the Company may also: (a) Charge an administration fee for overdue account. (b) Charge an interest rate may also apply for accounts which become overdue more than sixty (60) days;
(c) Charge a dishonor handling fee plus the cost of any bank charges incurred; (d) Recover all collections costs and expenses incurred in collecting overdue accounts on an indemnity basis; (e) Withhold supply of goods & services; (f) Sue for the money owing on goods and services provided.

TRADE REFERENCES
LIST THREE (3) TRADE REFERENCES WITH WHICH YOU HAVE A CREDIT ACCOUNT WITH. BY LISTING A REFERENCE YOU AUTHORISE US TO CONTACT THEM TO DISCUSS YOUR TRADING HISTORY AND TO VERIFY YOUR DETAILS.

1. Business Name: .....

Trading Address: .....

Suburb: ..... State: ..... Post Code: .....

Contact Name: ..... EMAIL: .....

Phone: ..... Fax: ..... Date Account Opened: .....

2. Business Name: .....

Trading Address: .....

Suburb: ..... State: ..... Post Code: .....

Contact Name: ..... EMAIL: .....

Phone: ..... Fax: ..... Date Account Opened: .....

3. Business Name: .....

Trading Address: .....

Suburb: ..... State: ..... Post Code: .....

Contact Name: ..... EMAIL: .....

Phone: ..... Fax: ..... Date Account Opened: .....

DECLARATION BY / FOR AND ON BEHALF OF THE APPLICANT/S / CUSTOMER *(Please read carefully before signing)*

I / We declare and warrant that the applicant/s are neither bankrupt nor insolvent and have no committed any act of bankruptcy nor traded whilst insolvent within the previous 3 years.
I / We authorise the Company to conduct such credit and financial checks on the Customer (and any guarantors) as deemed necessary at any time, and consent to such checks for the purposes of the Privacy Act 1988 (Cth), and consent to disclosure of such information to a credit reporting or recovery agents.
I / We acknowledge and agree to the Terms of Trade that accompanies this Application for Credit and agree to be bound by the Terms & Conditions of Sale & Service upon signing the document.
I / We acknowledge that the Customer and each of the Guarantors have received a complete and legible copy of this Agreement and Terms & Conditions before signing it.
I / We acknowledge and warrant that I am duly authorised to sign and make this application.

SIGNATURE OF AUTHORISED REPRESENTATIVE: .....

PRINT FULL NAME: .....

POSITION: .....

DATE: ...../...../.....

[Please keep a scanned or photo copy of the completed Application for your records]

PROPERTY DETAILS - Site Address for ESP's Maintenance

BUSINESS NAME: .....

TRADING ADDRESS: .....

Suburb: ..... State: ..... Post Code: .....

Site Contact for Attendance Notifications:

Name: ..... / Position: .....

Ph: ..... / Email: .....

Local Council: .....

PLEASE ADVISE WHICH ROUTINES YOU WOULD LIKE ACTIVATED & SCHEDULED

Commencement Date of Essential Safety Provisions Maintenance: .....

Fire Fighting

- ☐ Fire Extinguishers Qty.....
- ☐ Fire Blankets Qty.....
- ☐ Fire Hose Reels Qty.....
- ☐ Fire Hydrants Qty.....

Fixed Systems

- ☐ Fire Sprinkler Systems Qty.....
- ☐ Fire Wall Wetting Sprinklers Qty.....
- ☐ Fire Water Tanks Qty.....
- ☐ Fire Pumps Qty.....
- ☐ Fire Alarm Systems Qty.....
- ☐ 240vac Smoke Detectors Qty.....
- ☐ Fire Gas Suppression Systems Qty.....

Egress

- ☐ (EEL) Exit & Emergency Lighting Qty.....
- ☐ (MOE) Exit Doors Qty.....
- ☐ Fire / Smoke Doors Qty.....
- ☐ Evacuation Plans Qty.....

Structural

- ☐ Compartmentation / Fire & Smoke Walls
- ☐ Early Fire Hazards Indices For Linings & Surface Finishes

Emergency Showers & Eyewash Stations

- ☐ Emergency Showers Qty.....
- ☐ Emergency Eye Wash Stations Qty.....

AED Defibrillators

- ☐ AED Defibrillators Qty.....

NOTES Site Specific

.....

.....

.....

.....

.....

.....

.....

.....

Key Terms

TERMS & CONDITIONS OF SALE & SERVICE - FIRE PROTECTION EQUIPMENT

1. **Validity:** Prices are fixed for 30 days; rise and fall applicable after 30 days.
2. **Prices:** Initial site visit prices may be reviewed on subsequent inspections; unit rates based on quantities at the time of site survey.
3. **Terms of Payment:** Payment due within 14 days from the invoice date; overdue accounts incur a administration fee and interest rates after 60 days.
4. **Provision of Services:** Customer must provide amenities, power, lighting, and safe storage at no cost to Fire System Services.
5. **Cancellation:** 60 days notice for fire alarm systems; 30 days notice for other equipment; cancellation fees apply.
6. **Inspection:** Customer must inspect equipment and notify of any issues within 2 business days.
7. **Delivery:** Customer must arrange safe storage if unable to take delivery; additional delivery and storage costs may apply.
8. **Co-Ordination:** Customer must provide a schedule for coordination with other trades.
9. **Warranty:** One-year warranty for extinguishers and fixed systems components; extended if maintained by Fire System Services.
10. **Approvals:** Customer responsible for special equipment approval.
11. **Ownership:** Property in goods remains with Fire System Services until full payment is received.
12. **Contract:** Contracts governed by South Australian law.
13. **Disclaimer:** Fire System Services not liable for non-performance due to uncontrollable causes.
14. **Documentation:** Service reports sent after scheduled service; additional documentation incurs costs.
15. **Project Quotes:** Excludes costs from errors, omissions, or additional work; subject to site inspection variations; excludes work outside normal hours, site amenities, inspection fees, and asbestos-related costs.

TERMS & CONDITIONS OF SALE & SERVICE - FIRE PROTECTION EQUIPMENT

1. Validity

Prices quoted are valid and fixed for thirty (30) days only. Rise and fall is applicable after the expiration of thirty days from the date of the quotation, unless otherwise stated in our offer. The order is cancellable in the event of causes beyond the control of Fire System Services.

2. Prices

a) Prices quoted and included on Service Agreement are for initial site visit only and may be subject to review on subsequent inspections.
b) Unit rates are based on the quantities installed at time of site survey. Any change in numbers will cause alterations to rates.
c) Unless specifically agreed to the contrary, the rates quoted are for one visit to site at three monthly intervals only.
d) Pricing relating to all sales and service are subject to rise and falls.

3. Terms of Payment

a) Payment for goods or services provided shall be nett cash. Terms of accounts are payable within fourteen (14) days from the date of the invoice or as otherwise agreed in writing with Fire System Services. An Account Fee & Asset Management Fee will apply for COD Customers requiring a one-off account.

b) If payments are not made within the agreed time frame an Administration Fee will apply for overdue account. Annum interest rate calculated on the balance due at end of the month will also apply for accounts which become overdue more than sixty (60) days.

c) Any expenses, costs or disbursements incurred by Fire System Services in recovering any outstanding monies including debt collection agency fees and solicitor costs shall be paid by the Customer providing that those fees do not exceed the scale charges as charged by that debt collection agency/ solicitor.

d) The Customer shall be liable for any costs for loss/damage or labour required for the removal of materials from site due to repossession of materials or equipment.

4. Provision of Services For Fixing (as applicable)

a) The Customer shall make available at no cost to Fire System Services employees, amenities which comply with statutory authorities, 240V AC 15amp electric power, and adequate lighting adjacent to each work area sufficient to complete the works and arrange clear access to each work area such that the workmen can maintain continuity of work including the supply of all unloading, hoisting and lifting facilities, labour, site cleaning and employee amenities which comply with relevant statutory authorities.

b) On delivery of materials to site, the Customer shall ensure that at no cost to Fire System Services, adequate safe storage facilities are provided for protection against theft or damage.

c) Where Fire System Services is required to install goods the Customer warrants that the structure of the premises or equipment in or upon which these goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and Fire System Services shall not be liable for any claims, demands, losses, damages, costs and expenses, howsoever caused or arising in connection with the installation and work incidental thereto. The Customer shall provide Fire System Services with a schedule of all deliveries and installations detailing all relevant information with sufficient time allowed to meet delivery and installation dates. Fire System Services reserves the right to sub contract with any other person for the performance of any part of this contract.

5. Cancellation

The Customer shall notify Fire System Services in writing of any cancellation of service, testing or maintenance required for:
a) fire alarm, smoke detection, hydrant booster or sprinkler systems - not less than sixty (60) days notice;
b) all other fire equipment or exit emergency lighting - not less than thirty (30) days notice.
Failure to do so will incur fees due to administration costs and income lost. Cancellation of all orders for the supply of goods, repair or installation of equipment will incur a fee equal to 50% including GST, plus the cost of any freight or delivery costs incurred will apply.

6. Inspection

a) The Customer shall be required to inspect equipment at time of service on site and shall notify Fire System Services in writing, of damage or shortfall in service within two (2) business days of inspection being completed and the Certificate of Inspection being signed by the representative.

b) Inspections are carried out in accordance with the applicable Australian Standards. Any special service or equipment requested by the Customer will be subject to review and additional costs may apply.

c) Recommendations are as of the time Fire System Services has assessed the premises at the time of the inspection. If at any time the building receives changes to egress or change in works carried within, additional fire safety equipment may be required.

7. Delivery

If the Customer is not in a position to take delivery of the goods as scheduled, the Customer shall arrange adequate safe storage or, alternatively, incur the cost of additional delivery and storage costs applicable.

TERMS & CONDITIONS OF SALE & SERVICE - FIRE PROTECTION EQUIPMENT continued.

8. Co-Ordination

a) When fixing is applicable and is required to be co-ordinated with other trades, the Customer shall provide Fire System Services with a schedule detailing all relevant information with sufficient time to meet delivery dates.

b) The delivery period shall be extended to cover delays caused by strikes, lockouts, prohibitions, non-availability of materials or any circumstances beyond Fire System Services control.

9. Warranty

Portable extinguishers and bulk extinguishers are warranted for a period of one (1) year from the date of purchase. Hose reels, fixed systems components and franchised items are warranted for a period of one (1) year from the date of purchase provided that they are maintained in accordance with the relevant Australian Standards by accredited service personnel. These warranty periods may be extended if the products are maintained by Fire System Services under service agreement. Warranty is limited to repair or replacement of products delivered by Fire System Services or a registered service agent.

10. **Approvals**

Appliances are normally supplied as complete assemblies tested and approved in accordance with applicable Australian Standards. Any special equipment requested by the Customer which does not carry the prior approval of the relevant statutory authorities, is the sole responsibility of the Customer.

11. **Ownership**

a) Legal and equitable property in these goods supplied shall not pass to the buyer until payment of all monies due has been received in full by the seller. Acceptance of these goods is an acceptance of the foregoing condition.

b) The Customer hereby authorises Fire System Services to enter the premises upon which the goods are stored for the purpose of taking possession thereof.

12. Contract

Acceptance of these goods and services provided shall constitute a contract in accordance with the State in which delivery is made or port of shipment, notwithstanding any implication to the law to the contrary, all service agreements (contracts) between Fire System Services and the Customer shall be deemed to be made a constructed and to be enforced in and according to the laws of the state of South Australia and by mutual consent to be subject to the jurisdiction of the courts of that state.

13. Disclaimer

Fire System Services will not be held responsible or liable in any way, form or manner whatsoever for non-performance or delays in performance occasioned by any causes including but not limited to Acts of God, war, fire, machinery breakdown, inclement weather, strikes, lockout, and Government actions. Any delays shall cause automatic suspension of Fire System Services obligations and in no event shall the Customer be entitled to damages of any kind for late performance or failure to perform.

14. Documentation

a) Documentation such as service reports and annul fire safety statements will be sent out at the completion of a schedule service.

b) Documentation such as Form 2 & 3 or any other documentation requirements by a regulatory authority will incur a cost to produce and will only be sent out once any associated fees to the service or projected have been paid in full.

15. Project Quotes

a) The Quote does not include costs incurred by, arising from or as a result of any errors, omissions, alterations or additions to the plans, drawings or specifications provided by the customer for the purposes of submitting this quote.

b) Fire System Services reserves the right to vary costs if any extra work is required. Any variation to this proposal arising as a result of actual site inspection will be charged as an additional cost whether quoted or not.

c) The following items are excluded from this quote.

~ Work outside normal hours.
~ Provision of normal site amenities as required by relevant authorities.
~ Fees associated with any inspection authority.

d) This quote does not include the cost incurred by or resulting from the non-continuity of work beyond the control of our services. Any cost will charged to the Customer as an hourly rate.

e) This quote makes no allowance for existing systems upgrade to current standards, nor does it cover any special conditions that may be required by any other relevant authority unless otherwise specified.

f) No allowance has been made to supply manuals or software for the above systems.

g) No allowance has been made for any cost that may be incurred resulting from the presence of asbestos in any form or any associated disputes arising out of asbestos related activity. Any such cost incurred by Fire System Services will be charged to the Customer as an extra variation to the original work quoted/contracted.

h) Whilst all care will be taken, this quote does not include any cost that be incurred as a result of or in relation to chasing of walls, digging or conduit work and no allowance has been made for penetrations through walls, ceilings, floors or the like and making good.

i) Whilst all care will be taken, no allowance has been made for patching or painting.

j) Fire proofing is not included and if required will incur additional costs.

k) This quote does not include working at heights higher than a standard home or single storey unit and is based on cable trays and conduits being available & accessible. Any lifting, access or safety equipment required and associated labour will incur additional costs.

l) This quote is subject to cable access to all areas.

m) The extension of credit to the Customer shall be at the absolute discretion of Fire System Services at all times, but subject thereto and unless otherwise stated, the terms of payment shall be strictly within fourteen (14) days of the date of invoice.

n) There is no right of retention by the Customer.

o) The Customer shall be liable for the cost of any loss, damage or labor required in relation to or associated with the removal of materials from the site due to repossession of materials and or equipment.

p) Fire System Services shall be entitled to interest of any unpaid amount per month or part thereof from the expiration of the above period of fourteen (14) days of invoice.

q) Any debt collection fees and legal costs incurred by the Fire System Services in the course of debt collection shall be recoverable from the Customer in full.

r) An additional Billing Fee will be applied to payments made by credit card.