



360 Degree Fire Standard Terms & Conditions.

1. **Confidentiality**
 - o The pricing, technical terms and all other information contained in our quotation (information) is proprietary to 360 Degree Fire Pty Ltd and is submitted as confidential and trade sensitive.
 - o Acceptance of our submission is considered an acceptance of the obligation to use the information provided solely for evaluation of the tendered works and it is agreed that no reproduction or disclosure of the information to a third party is permitted without prior written consent from 360 Degree Fire.
2. **Validity**
 - o This offer remains open for acceptance for a period of thirty (30) calendar days from the date of submission, after which time it is subject to written confirmation by 360 Degree Fire.
3. **Working Hours**
 - o The offer is based on the completion of a 5-day working week with 8-hour shifts completed between 6am and 5pm Monday to Friday. It is agreed that uninterrupted, continuous access is available at these times.
4. **Terms of payment**
 - o Terms of payment are a strictly a maximum of 30 days end of month.
 - o 360 Degree Fire will provide monthly progress claims for works completed from the first day and up to and including the last day of the month at monthly intervals. All claims are made under the security of payments act 1999.
 - o Non-payment of any progress claim will suspend all works and obligations under contract and may incur recovery fees.
5. **Goods & Services Tax**
 - o The tender price and associated unit rates and schedule of rates do not include the goods and services tax unless specifically itemised.
6. **Retentions**
 - o No retention will be accepted for projects with a subcontract value below \$25,000ex gst
 - o If agreed in writing for subcontracts greater the \$25,000ex gst,, two conditional bank guarantees will be provided, each at 2.5% of the accepted lump sum tender price in lieu of cash retentions.
 - o These will be conditional in that an expiration date will be included on each BG that will be current for the project duration or the defect liability duration as applicable.
7. **Liquidated Damages and all other penalties.**
 - o Liquidated damages and all other penalties, if agreed in writing, shall not exceed 1% of the contract sum per week, with a maximum total claim of 5% of the subcontract sum.
 - o The obligation to pay damages of any kind will only arise upon 360 Degree Fire committing a clearly defined breach of its contractual obligations.
8. **Insurances**
 - o 360 Degree Fire will affect and maintain insurances to enable the completion of the works. These will be limited to Public Liability–20Million, Professional Indemnity–10Million, Workers Compensation – At Law
 - o Our offer is based on our standard level of insurances with no changes to the value or wording of our insurance policy documentation.
 - o 360 Degree Fire rejects any claim to waive our rights or our insurers rights and rejects all claims for co-payments or payment of a third-party excess, premium or deductibles.
9. **Consequential Damages**
 - o 360 Degree Fire accepts no liability for consequential damages or indirect losses including but not limited to:
 - loss of profit, loss of use, loss of income, loss of rental, loss of production, loss of actual or potential business or loss of reputation.
10. **Title**
 - o Title and ownership of all goods provided under this quotation remain the property of 360 Degree Fire until full payment for all services under this quotation has been received.
11. **Warranty**
 - o Warranty on all installed equipment is limited to 12 months from the date of practical completion, provided all equipment is maintained by 360 Degree Fire in compliance with the appropriate regulatory authority.
12. **Third Party Monitoring Services**
 - o If monitoring services are required 360 Degree Fire will act as an undisclosed agent for the customer in relation to the connection of fire monitoring system. Cost will be limited to installation and 12months monitoring only if required. All other fees and charges such as false alarm fees will remain the customers responsibility.
13. **Access and working at Heights**
 - o Allowance has been made to provide standard access equipment only. No specialised access equipment such as scaffold, all terrain scissor lifts, birdcage scaffold, boom lifts and the like have been included in our quotation unless specifically noted in our qualifications.
14. **Annual CPI Increase**
 - o The proposed maintenance fee shall be adjusted annually by the aggregate change in the Consumer Price Index, the maintenance fee payable after the initial 12 months shall be determined by multiplying the monthly maintenance fee by 3%.