



owners or tenants). In the event we attend the site and find the property requires more alarms to be compliant, then under the legislation we have no option but to install these additional alarms to issue a compliance certificate. Any additional alarms will be charged as a "per alarm" variation and are **NOT** allowed for in the quote.

Example of where this will occur will be;

- (a) Walls and partitions not listed on the floor plan (that create a barrier between living spaces and hallways)
- (b) Any area that is currently being used as a bedroom/sleeping area (such as sun rooms, studies and media room)
- (c) Any area which is highly likely to be used as a sleeping area

To provide some clarity on this, the QFES position on this is:

*The domestic smoke alarm legislation (Fire and Emergency Services Act 1990 Sections 104RA to 104RM to be read in conjunction with the Building Fire Safety Legislation 2008 Sections 55C to 55E) applies to existing Class 1A dwellings and the sole occupancy units in a Class 2 building. In the first instance, where possible, referring to the building/dwelling's original approval will assist with identifying the intended purpose of a room. However, QFES interprets if a room is currently being used as a bedroom then it would require a smoke alarm, as per the legislation. It must be kept in context, where the intent of the smoke alarm legislation is to provide early warning to sleeping occupants and provide enough time for safe evacuation. If it is known that a room is regularly used for this purpose (to regularly sleep in) it would be a sound interpretation to identify it as a bedroom. Queensland Fire and Emergency Services (QFES) jurisdiction is to administer the smoke alarm legislation, and understands there a number of areas open to interpretation and such as a 'bedroom'. A definitive answer around a definition (e.g. Bedroom) can only be set through a Magistrates Court precedent as a result of a prosecution matter heard by a Magistrate.*

**11. Alarms not required for compliance**

When completing the upgrade, we may find an alarm that is not required for compliance. In order to eliminate any confusion, nuisance alarming, or servicing a smoke alarm which is not required, we will strongly consider disconnecting and removing this alarm. This may leave a hole in the ceiling space that will require patching and painting. To assist, where possible, we will place a speaker vent over this hole which you can either leave as is, or have your nominated building contractor attend, patch and paint.

**12. Non-Compliant locations**

When completing the upgrade we may find an alarm that is located in a non-compliant location (dead air space, close to light fitting, close to fan). To issue a compliance certificate, we will have no option but to re-locate this alarm to a compliant location. This may leave a hole in the ceiling space that will require patching and painting. To assist, where possible, we will place a speaker vent over

this hole which you can either leave as is, or have your nominated building contractor attend, patch and paint.

**13. High Nuisance Positions (New Alarms)**

- (a) Due to the layout/design of certain properties, the required location for some alarms under the main section of the legislation would mean installing them in high nuisance areas such as in Kitchens or directly outside bathrooms where steam, cooking heat etc. will lead to high level of nuisance tripping.
- (b) Under Section 104RBB of the Act we have the ability to relocate such alarms to a more suitable location, which still meets the requirements of providing a guide of the exit path, and the most notice possible for the occupants. We will do this where required in our quotes.

**14. High Nuisance Alarms (existing)**

- (a) When completing this upgrade, we may note that some existing alarms are located in what may be a "high nuisance area" (kitchen, directly outside a bathroom/shower etc).
- (b) This may not have caused issues to date, however with the new technology being installed, and the fact that these alarms are now interconnected, it may now set off all alarms and in doing so pose an issue moving forward. We flag this, as re-location may be required in the future. We will not re-locate this alarm, as it would result in patching and painting, however if nuisance tripping does occur, we may need to re-locate said alarms. This re-location, and any follow up patching and painting, has NOT been allowed for in our quote.

**15. Patching and Painting**

Due to the way in which previous alarms have been installed, size of the base or way in which they have been painted on/around in the past, there may be some minor patching and painting works or flaking around the alarm. The same applies should we need to relocate the alarms in the above clauses.

**16. General Terms of trade**

- (a) To the extent required by statute, subject to the conditions of warranty as may be set out in The Australian Consumer Law located in Schedule 2 of the Competition and Consumer Act 2010 (Cth) DC Smoke warrants that if a defect in any of the Works carried out by DC Smoke is reported by the Customer within 12 months of the date of completion, then DC Smoke will either replace or remedy the Works subject to these Terms and Conditions:
  - i. DC Smoke does not warrant to repair defects which are wholly or partly caused by failure of a Customer to properly maintain Works in accordance with instructions provided by DC Smoke or through a Customer's negligence;
  - ii. DC Smoke shall not be responsible for remedying the Works where the Customer has failed to notify DC Smoke of the defect in writing within one (1) month of noticing the defect and has continue to use or rely on the Works after the defect becomes apparent;

- iii. The warranty shall cease and DC Smoke shall not be liable under the terms of the warranty if the Works are repaired, altered or overhauled without DC Smoke's express written consent;
  - iv. DC Smoke shall not be responsible for remedying the Works where a defect has arisen out of ordinary wear and tear or by an act which may be considered as 'force majeure';
  - v. DC Smoke shall not be liable for compensating the Customer for any delay in assessing the defect or in replacing or remedying the Works post assessment;
- (b) If the Customer is not a consumer within the meaning of the Competition and Consumer Act 2010 (Cth), DC Smoke's liability for any defect or damage in the Works carried out is:
- i. limited to the value of any express warranty or warranty card provided to the Customer by DC Smoke;
  - ii. limited to any warranty to which DC Smoke is entitled, if DC Smoke did not manufacture the goods used in the works carried out; or
  - iii. limited to the value of the Works carried out by DC Smoke.
- (c) DC Smoke is not liable for any loss or damage to the Customer's or any other third party's personal property that remains on the site during the performance of the Works. Should a Customer become aware of a defect in DC Smoke's Works, the Customer must notify DC Smoke of the defect in writing within fourteen (14) days of noticing the defect as this shall be considered a reasonable time.

17. **Risk & Ownership**

- (a) Risk of loss, damage or destruction to the materials, equipment and other goods or any part thereof shall pass to the Customer on installation
- (b) DC Smoke shall remain the owner of all installed materials, equipment and other goods until the Customer has fully paid DC Smoke all amounts owed to DC Smoke and the Customer has fulfilled all other obligations to DC Smoke.
- (c) Should the Customer default on making payment, DC Smoke shall be deemed to own any items the Customer left in DC Smoke's possession for repair, service or storage and shall be entitled to sell those items to recover the outstanding amount owing. Should the amount received for sold items exceed the debt owed to DC Smoke, the Customer shall be entitled to recoup the difference from DC Smoke.

18. **Cancellation**

- (a) Should the Customer fail to fulfil its payment or other obligations to DC Smoke, DC Smoke may cancel the Contract by giving written notice to the Customer. On giving such notice, DC Smoke shall not have to repay to the Customer any money paid by the Customer for Works that have not yet been performed. DC Smoke shall not be liable for any loss or damage whatsoever arising from such cancellation.

- (b) In the event that the Customer cancels the Contract, the Customer shall be liable for the balance of the price under the Contract and any other loss incurred (whether direct or indirect) by DC Smoke as a direct result of the cancellation (including, but not limited to, any loss of profits).

19. **Privacy Act 1988**

- (a) By engaging DC Smoke, accepting the Quotation or entering into the Contract with DC Smoke, the Customer acknowledges and agrees that DC Smoke shall collect the Customer's personal information in accordance with its Privacy Policy published on [www.dceq.com.au](http://www.dceq.com.au). A copy of this Privacy Policy will be provided upon request.
- (b) The Customer acknowledges and agrees that DC Smoke may contact the Customer's trade or credit references, previous credit providers, a credit reporting agency or any other business that provides credit information for the purpose of acquiring information about the Customer's credit worthiness and credit history
- (c) The Customer acknowledges and agrees that in the event the Customer defaults on payment of any amounts owing to DC Smoke, DC Smoke may disclose all information relating to the Customer's account and any consequential personal information to its collection agency for the purpose of retrieving the amounts owed by the Customer.

20. **Miscellaneous**

- (a) DC Smoke may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- (b) Should DC Smoke not be able to acquire a particular product required for the Works that is specified within the Quotation, it shall be entitled to use a substitute product that it considers substantially similar.
- (c) The Customer shall be responsible for ensuring that DC Smoke has free and unfettered access to the premises where the Works shall be carried out and that the works can be completed without interruption or prevention.