



Government of South Australia

South Australian Metropolitan Fire Service
Community Safety Department
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METROPOLITAN FIRE SERVICE SOUTH AUSTRALIA

AGREEMENT TO CONNECT
A FIRE ALARM DETECTION OR SUPPRESSION SYSTEM TO A SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE FIRE STATION

We, [full name of owner of premises] (Owner) and [full name of contractor] (Contractor)

Hereby apply to the South Australian Metropolitan Fire Service (MFS) for permission to connect a fire alarm detection or suppression system, which the Owner intends to have installed in the premises, described below. In the event of this application being approved by MFS, the Owner and Contractor agree from the time of such approval to observe and be bound by the terms and conditions overleaf. Such approval will be deemed to be given when MFS approves this application.

PREMISES DETAILS

OWNER'S DETAILS

ABN

ACCOUNT/CORRESPONDENCE DETAILS

Owner's signature Date

Contractor's signature Date

MFS ACCEPTANCE

STATION ALARM No

LINE NUMBER TYPE

ACCEPTED ON BEHALF OF THE SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE

DATE SIGNATURE

Terms and conditions for Connection of a Fire Alarm Detection or Suppression System to a Fire Station

The MFS may allow a fire alarm detection or suppression system to be connected to one of its fire stations subject to the parties fulfilling the following conditions:

Contractor's obligations:

1. The Contractor must notify MFS in writing at least 14 days prior to commencing any work to:
 - 1.1 install a new fire alarm detection or suppression system; or
 - 1.2 alter, add to or disconnect an existing fire alarm detection or suppression system or systems.
2. The notification required under clause 1 must be on the standard MFS "Application for Fire Alarm Detection or Suppression Connection/Alteration" form and be accompanied by:
 - 2.1 in the case of the installation of a new fire alarm detection or suppression system, 2 completed MFS "An Agreement to Connect" forms;
 - 2.2 in all cases, a site plan in accordance with the requirements specified in MFS Conditions of Connection which comprise Schedule 1; and
 - 2.3 a summary detailing the scope of the proposed works, which must indicate if the, proposed works:
 - (a) provides full or partial coverage to the premises; and
 - (b) comply with Schedule 1.
3. The Contractor must obtain an application approval to proceed with the connection/alteration from MFS prior to the execution of any work on the site.
4. The Contractor must ensure that the fire alarm detection or suppression system is installed strictly in accordance with the standards specified in Schedule 1.

Owner's obligations:

5. The Owner must pay an initial connection fee and an annual fee, such fees to be determined each year by MFS. The fees will be inclusive of GST. The connection fee must be paid at the time that the fire alarm detection and suppression system is connected to the fire station and the annual fee is payable in full on 1 July in each subsequent year upon receipt of an invoice, which invoice must be a tax invoice for the purpose of the *A New Tax System (Goods & Services Tax) Act 1999*.
6. The Owner must give written notice to MFS at least fourteen days prior to any change in ownership, tenancy or occupation of the premises protected by the fire alarm detection or suppression system or of its intention to disconnect the fire alarm detection or suppression system.
7. The Owner must maintain the fire alarm detection or suppression system in good working order. Before any testing and maintenance work is carried out on the system, MFS must be given reasonable notice by the Owner or by the contractor working on the Owner's behalf.
8. The Owner must, if requested by MFS, provide and maintain a list of occupiers of the protected premises and their after hours contact and telephone numbers.
9. The Owner must provide the name of an approved contractor who will be available at all times to rectify any abnormal condition being signalled by the installed fire alarm detection and suppression system.
10. The Owner must arrange to test the fire alarm detection or suppression system whenever required to do so by the relevant standards and immediately rectify any abnormalities found in the system to MFS' satisfaction and pay any costs associated with such work. Tests must be made at a time convenient to MFS.
11. Alterations or additions to the fire alarm detection and suppression system must not be made without MFS prior written approval.
12. The Owner must meet the cost of all equipment, including the cost of any subsequent modifications required in order to adapt the equipment to MFS receiving system.

13. The Owner must supply a master key or keys to all parts of the protected premises to MFS in accordance with the Schedule. The Owner must advise MFS of any changes to any locks for which keys have been supplied and supply further keys as necessary.
14. Any notice that the Owner is required to give to MFS must be in writing unless otherwise expressly provided for.

Joint obligations

15. The Owner and the Contractor must indemnify MFS and keep MFS indemnified against all costs, suits, proceedings, claims and demands whatsoever which may be incurred by, or brought, made or prosecuted against MFS, its officers, servants or agents or any of them in respect of loss, death, damage or injury (whether to person or property) occurring by reason of the installation or connection of the fire alarm detection or suppression systems or the operation of the installation by MFS personnel or any modifications to them or the repair, alteration, disconnection or other modification or adjustment, of or to such fire alarm detection or suppression systems by any person.
16. The Owner and the Contractor must comply with all relevant statutory requirements.

MFS role

17. The proposed fire alarm detection or suppression system, including its location within the premises, must be approved by MFS before connection will be approved. Nothing in this agreement creates any obligation on MFS to connect any system.
18. Connection will not be permitted until the required Certificate of Connection has been issued by MFS and it has been verified by MFS that the signal transmits efficiently to MFS receiving equipment.
19. MFS will not be liable or responsible in any way whatsoever for any failure of the connecting equipment to transmit efficiently any signal or from any failure by MFS receiving system to respond to any signal howsoever such failure or failures may be caused.
20. Any officer of MFS must be permitted to enter the Owner's premises for the purpose of inspecting the fire alarm detection and suppression system at any reasonable time.
21. MFS reserves the right to make additional charges for fire appliance attendance in the event of false alarms transmitted by the fire alarm detection and suppression system.

General

22. This agreement includes these terms and conditions and the Schedule attached to them.
23. The laws in force in South Australia apply to this agreement.
24. This agreement contains the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, understanding or representation of the parties on the subject matter.