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LINKfire (Victoria) ABN 30 108 978 132
PO Box 984, Bayswater, Victoria 3153
LINKfire (Newcastle) ABN 37 639 602 252
PO Box 263, Mayfield, NSW 2304

Accreditations



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Terms & Conditions

General

Unless explicitly agreed upon in writing between Linkfire and the client, all work undertaken by Linkfire will be completed during our regular business hours of 7:30am to 4:30pm. Pricing provided by Linkfire for programmed maintenance, defect repairs, investigations, assessments, callouts, or any other work involving site attendance is based on technicians having unrestricted access to all necessary areas for the duration of the work. If there are delays or rescheduling of attendances due to access issues, additional costs may be incurred by the client.

Inspections conducted by Linkfire are limited to areas of the building that are safely and reasonably accessible. They do not include destructive investigations or inspections of ceiling cavities, wall cavities, lift shafts, car stacker pits, crawl spaces, or any similarly restricted, dangerous, or difficult-to-access areas of the building.

Service Agreements and Programmed Maintenance

Linkfire's service agreements for programmed maintenance cover monthly, quarterly, semi-annual, and annual services as required by the building's Occupancy Permit and relevant Australian Standards. Services required at greater frequencies (e.g., 5-yearly, 10-yearly, 25-yearly) are not included in the service agreement and will be quoted upon request.

Invoicing for Programmed Maintenance may be by Fixed Quarterly Billing, do and charge, or a combination of both. This will be specified in the quotation provided.

A repair works pre-approval limit of \$250 (excluding GST) will be applied unless otherwise specified.

Any Essential Safety Measures excluded from Linkfire's service regime will be explicitly mentioned in the service agreement/quotation. Clients are advised to take note of these exclusions and engage other suitable contractors for the maintenance of these items as required. Failure to maintain all required Essential Safety Measures will result in the issuance of a non-compliant Annual Essential Safety Measures Report. Generally, Linkfire's service agreements do not include programmed maintenance for the following Essential Safety Measures (where applicable to the property):



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- a. Air conditioning systems
- b. Apartment doors
- c. Balconies
- d. Building management requirements
- e. Bushfire protection requirements
- f. Car stacker requirements
- g. Cladding and façade requirements
- h. Disability requirements
- i. Emergency lifts (including fire service controls and stretcher facilities)
- j. Emergency management and evacuation procedures
- k. Kitchen hood exhausts (unless otherwise specified in commercial situations)
- l. Mechanical ventilation systems incorporating cooling tower systems
- m. Mechanical ventilation systems incorporating hot and warm water systems
- n. Standby power supply systems
- o. Swimming pool barriers
- p. Waterproofing requirements

The client is responsible for providing Linkfire with all necessary baseline data for the maintenance of the building (e.g., occupancy permits, certificates of final inspection, maintenance determinations, maintenance schedules, fire engineering reports, building appeals board determinations, chief officer consent reports, building permits, approved drawings, commissioning data, door schedules, zone block plans, etc.). Linkfire assumes no responsibility for incorrect or insufficient maintenance of the building resulting from a lack of necessary baseline data.

Where baseline data (referenced in point 5 above) is provided after acceptance of the service agreement, Linkfire reserves the right to re-price the agreement based on any changes or obligations required in that documentation due to Fire Engineering, Alternate Solutions, or advice from authorities.

For properties where Linkfire is engaged for programmed maintenance, Australian Standard AS1851:2012 will be used instead of AS1851:2005 or any earlier equivalent standards, in accordance with Sections 196 and 217 of the Building Regulations 2018.



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Linkfire's service agreements for programmed maintenance cover the inspections and testing required by the building's maintenance schedule and applicable Australian Standards for routine inspection and testing of Essential Safety Measures. Additional costs may be incurred by the client for services provided outside of this scope. Examples of such additional services include callouts, rectification of defects and non-conformances, further investigation of identified defects to determine causes and prepare scopes of work for rectification, investigation of false alarms and fire brigade attendances, isolations or de-isolations of the fire detection system, preparation of baseline data (including schedules, registers, block plans, matrices, etc.), conducting fire mode testing with other contractors, assistance with responding to enforcement action from authorities (e.g., VBA, council, fire brigade), site meetings, etc.

Programmed maintenance services provided by Linkfire are not intended to determine the following:

- a. Any matters arising from the initial installation and commissioning of ESM equipment, except where these matters are directly identifiable through routine inspections under the relevant Australian Standards.
- b. Any matters related to the compliance of the site with building codes, planning permits, building permits, approved plans/drawings, installation standards, etc., except where these matters are directly identifiable through routine inspections under the relevant Australian Standards.
- c. Any matters related to the appropriateness of the building's approved design and Essential Safety Measures installed within the building as determined by the Relevant Building Surveyor, fire engineers, architects, or any other relevant party.

Linkfire's service agreements for programmed maintenance do not include the preparation of Yearly Condition Reports in accordance with Section 1.17.2 of AS1851:2012. Upon request, details of outstanding defects and non-conformances, along with the past 12 months of service records, can be provided to the client. However, additional costs may be incurred by the client for the preparation of Yearly Condition Reports in accordance with Appendix E of AS1851:2012 or any other specific format.

If Linkfire is engaged to prepare the Annual Essential Safety Measures Report (AESMR) for the building as part of the service agreement, the client's acceptance of the service agreement also serves as written authorization for Linkfire to act as the building owner's agent in signing the AESMR in accordance with Section 240 of the Building Act 1993.



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Defect Repairs

Unless explicitly stated in the quotation, Linkfire defect quotations do not include plaster patching, painting, locksmithing, hire of high access equipment, traffic management, building permits, drawings, design documentation, commissioning documentation, or custom signage.

When defect repair works involve connection to existing cabling, pipework, or other services not installed by Linkfire, no assurances are made regarding the suitability or compliance of these services. Linkfire does not accept any responsibility for failures related to these services.

Unless otherwise noted in the defect quotation, all defect repair works completed by Linkfire are covered by a 12-month warranty on parts and workmanship. Exit and Emergency light fittings are covered by a 3 year warranty.

The quote provided by Linkfire is valid for 30 days from the date of issuance. After this period, the quote becomes invalid, and Linkfire reserves the right to review and revise the quote if necessary.

If external factors beyond Linkfire's control, such as changes in market conditions, supplier prices, or taxes, occur during the 30-day validity period, Linkfire reserves the right to adjust the quoted price accordingly. In such cases, Linkfire will notify the client of any changes before proceeding with the work.

Owners Corporations

Unless specifically noted in the approved service agreement, Linkfire's service scope is limited to Essential Safety Measures located on Owners Corporation common property. No inspections or testing will be conducted inside private lots as part of the service agreement.

When Linkfire is engaged to maintain the common property only, the Owners Corporation is responsible for informing all lot owners of their obligation to maintain Essential Safety Measures within their own lots.

In cases where shared systems are installed within the common area but serve inside private lots (e.g., Fire Detection System, Fire Sprinkler System), the service is completed from the common area under the responsibility of the Owners Corporation, unless otherwise specified.



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Payments & Invoicing

Payment terms require full settlement within 14 days from the date of the invoice. Ownership of supplied and invoiced goods transfers to the client only upon full payment of the invoice. The client is prohibited from selling, transferring, or disposing of the goods to any person until full payment has been made. If the client fails to make payment by the due date, Linkfire may, at its discretion, seize, repossess, and/or resell any supplied goods. For this purpose, Linkfire may enter any premises where these goods are located to recover them. Linkfire reserves the right to increase the pricing of the service agreement at any time in accordance with the Consumer Pricing Index (CPI), without prior notice to the client. Such increases are limited to once within a 12-month period and will not be applied during the initial 12-month period of Linkfire maintaining the site.

Programmed Maintenance Quote - Service Routine Descriptions

ROUTINE (Description on Programmed Maintenance Quote)	DESCRIPTION (Detailed potential inclusions)
Sump Pump	Programmed Maintenance of the Mechanical Sump Pump/s onsite including Pump, Pit and Control Board (where applicable)
Fire Sprinkler System	Programmed Maintenance of the Fire Sprinkler System onsite including Control Valves, Jacking Pumps and Pressure Switches (where applicable)
Paths of Travel, Egress and Doors	Programmed Maintenance of the Paths of Travel, Egress & Doors onsite including Exit Doors, Fire Doors, Solid Core Doors, Smoke Doors, Sole Occupant Unit Doors, Paths of Travel and Egress (where applicable)
Portable Fire Equipment	Programmed Maintenance of the Portable Fire Equipment onsite including Fire Blankets, Fire Extinguishers, Fire Hose Reels, Lay Flat Hoses, Fire Hydrants, Fire Mains, Hydrant Boosters, 9 Volt Smoke Alarms and 240 Volt Smoke Alarms (where applicable)
Other ESM items	Programmed Maintenance of Other ESM Items onsite including Lift Warning Signs, Fire Engineer Report items and any other associated items (where applicable)



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Programmed Maintenance Quote - Service Routine Descriptions

ROUTINE (Description on Programmed Maintenance Quote)	DESCRIPTION (Detailed potential inclusions)
Mechanical Ventilation System	Programmed Maintenance of the Mechanical Ventilation System onsite including Air Exhaust, Air Supply, Control Boards, Co Sensors, Fire Dampers, Stair Pressurisation, Thermostats and Variable Speed Drives (where applicable)
Fire Resistances	Programmed Maintenance of the Fire Resistances onsite including Fire Indices for Materials, Fire Isolated Lift Shafts, Fire Isolated Stairs, Fire Protective Coverings, Fire Rated Access Panels, Fire Rated Control Joints, Fire Resisting Structures, Light Weight Constructions, Penetrations in Fire Rated Structures and any other associated items (where applicable)
Fire Pump System	Programmed Maintenance of the Fire Pump System onsite including Diesel Pumps, Electric Pumps, Jacking Pumps and Water Tanks (where applicable)
Annual Fire Sprinkler Survey	Completion of the Annual Fire Sprinkler Survey including a thorough inspection of Sprinkler Heads
Fire Detection System	Programmed Maintenance of the Fire Detection System including Emergency Warning and Intercommunication System (EWIS), Fire Indicator Panel (FIP), Occupant Warning System (OWS) and other associated items (where applicable)
AESMR	Completion of the Annual Essential Safety Measures Report (AESMR)
Exit and Emergency Lighting	Programmed Maintenance of the Exit and Emergency Lighting System onsite including Exit Lights, Emergency Lights, Electrical Switchboards and other associated items (where applicable)