



## TESTING & MAINTENANCE AGREEMENT

### BUILDING INSPECTION SERVICES

Agreement Number	<b>T6832</b>	Date	<b>15/03/2022</b>
Agreement between	and	"The Client"	
<b>FFP CANTERBURY LIMITED</b>	and	<b>CALDER STEWART FOOD &amp; LOGISTICS FUND LIMITED</b>	
Concerning the premises known as:	<b>NZ DAIRY COLLECTIVE</b>		
Located at:	<b>9 ASHFORD AVENUE ASHBURTON</b>		

Concerning the Services outlined below:	FFP Monthly	FFP 3 Monthly	FFP 6 Monthly	FFP Annual	FFP Other
<b><u>SS 1 Automatic Fire Sprinkler Systems</u></b>	✓	✓		✓	<b>Refer to Scope</b>
<b><u>SS 1 Diesel Pump</u></b>	✓			✓	
<b><u>SS 2 Emergency Warning Systems</u></b>	✓			✓	
<b><u>SS 3/2 Access Controlled Doors</u></b>	✓			✓	
SS 3/3 Automatic Fire Doors					
<b><u>SS 4 Emergency Lighting Systems</u></b>			✓	✓	
SS 6 Fire Riser Mains					
<b><u>SS 7 Automatic Backflow Prevention</u></b>				✓	
SS 12 Audio Loops or Assisted Listening Systems					
<b><u>SS 13/3 Smoke Curtain</u></b>			✓	✓	
<b><u>SS 14/2 Signs Relating to Features above</u></b>	✓			✓	
<b><u>SS 15/2 Final Exits and Other Doors</u></b>	✓			✓	
<b><u>SS 15/3 Fire Separations</u></b>	✓			✓	
<b><u>SS 15/4 Signs for Evacuation</u></b>	✓			✓	
<b><u>SS 15/5 Smoke Separations</u></b>	✓			✓	
<b><u>Other: Brigade Connections (x2)</u></b>					Ongoing (AFAM)
<b><u>Other: Fire Extinguishers &amp; Hose Reels</u></b>					Additional Unit rate as quoted
<b><u>Other: Prepare Building Warrant of Fitness</u></b>				✓	

The above Services shall be undertaken at the intervals specified for the annual sum of: **\$ 5106.00 +GST**

Divided into four equal payments of: **\$ 1276.50 +GST**  
 Payable Quarterly as overleaf

Services commencing from: **01 April 2022**

For a term of: **24 months**


And thereafter until terminated per the terms and conditions overleaf.

All prices quoted exclude GST. This Quotation remains valid for 30 days from the date of issue. Please refer to the Terms and Conditions overleaf.

## T6832 TERMS AND CONDITIONS

- a) These terms and conditions apply to all work undertaken under instruction from the client, defined within or outside of this contract. This contract sum agreed overleaf shall be charged on the 20<sup>th</sup> of the month before the first calendar month of Quarter. Payment will be due by the 20<sup>th</sup> of the following month.
- b) This quotation is for the work specified. FFP Canterbury Ltd. shall not be liable for any damage howsoever caused or arising outside of this Contract. Damage caused by representatives of FFP Canterbury Ltd. shall be rectified at our expense and by mutual agreement. No further warranty is given or to be implied, limitation of liability is defined on www.ffp.co.nz.
- c) Changes to statutes requiring amendment to the services provided within this Contract shall be notified in writing, and where necessary, a Contract price adjustment may apply.
- d) Contract Price adjustment of cost fluctuation shall be varied annually in accordance to RBNZ CPI year on year figures as published by Statistics NZ, or other such applicable organisation.
- e) FFP Canterbury Ltd. shall not be liable if prevented from performing our obligation by labour dispute, lockout, epidemic, shortage of labour, civil commotion, riot, act of God or Queen's enemies, or any other Force Majeure.
- f) The Client shall undertake to pay their account in full on or before the due date. In default of such prompt payment, the Client undertakes to pay a late payment fee of 2% per month on any amount outstanding and to indemnify all costs and expenses on a client /solicitor basis if legal action is necessary, and/or credit collection fees, which may be incurred recovering an overdue account. FFP Canterbury Ltd. reserves the right to withhold certification or technical documents in the event of unsettled debt.
- g) The Client shall undertake not to engage any former employee or contractor of FFP Canterbury Ltd either individually or as part of an organisation to complete any services as defined in the scope of works for a period of twelve calendar months from the cessation of their employment.
- h) As part of our contractual obligations within the site, FFP Canterbury Ltd shall not be responsible at any stage for Council Warrant of Fitness fees, Fire Service Charges, Telecom Line Rental, ATS Fees or auditing charges. If included, Monitoring fees are charged additionally to fees set out in this agreement and at the rate set by the monitoring contractor in the Monitoring Services Agreement.
- i) The Client shall not use the particulars of FFP Canterbury Ltd. to advise any party of compliance of the systems, including making a declaration on a Building Warrant of Fitness without the expressed permission of FFP Canterbury Ltd. IQP Certification shall only be provided in the event there are no outstanding remedial items to be completed. The Client also authorises FFP Canterbury to act as an "authorised signatory" for the purpose of issuing the building warrant certificate (Form 12) on behalf of the building owner to comply with the Building Act 2004. This authority shall not extend beyond this specific purpose.
- j) The contract shall remain binding between the parties for the duration of the term stated. Either party may terminate the agreement by providing notice to the other party of a period of not less than one month, within 3 months of the end of the term. At the end of the term and unless terminated prior in the timeframe detailed, the agreement shall automatically renew for a new term. FFP Canterbury reserves the right to terminate the agreement immediately if accounts remain unpaid for longer than 90 days.
- k) The testing of the above systems includes a 24-hour response service being available, but does not include the cost of labour, materials, or other applicable costs which may be required to maintain the systems in working order. Re-invoicing of costs to a third party will invoke an administration fee. Unpaid accounts to third parties shall revert to the responsibility of the Client at 60 days.
- l) Fire system monthly testing shall be undertaken from the Alarm Panel or Valve set, and the client shall ensure that access is made available during normal working hours to allow the test to be completed within FFP's testing schedule in that area. The cost of testing assumes the economies of scale of testing other systems in the area and fits with our current schedule. If appointments are required or testing has to be undertaken outside of our current schedule, additional costs shall apply. Access shall be required to the entire complex to undertake annual inspections, any areas unable to be accessed shall require reinspection and costs for return visits shall be chargeable.
- m) Any defects noted which do not immediately affect the integrity of the systems shall be notified in writing for remedial action to be taken. In some cases action may be necessary without permission in order to prevent damage to a system, or to maintain the system in an operational state.
- n) FFP Canterbury Ltd. are a conscientious employer and ensure all work complies with our approved WSMP accredited health and safety policy. We undertake to comply with the workplace safety recommendations laid down by the Ministry of Business, Innovation and Employment and the FFP Health and Safety Plan. If required by the client to exceed these requirements and/or participate in lengthy client-specific inductions, we reserve the right to recover reasonable additional costs of doing so.

Please complete the area below – the form fields shown can be typed on.


Quotation Accepted By	<b>Jack Mcfarlane</b>	Position	<b>Facilities Manager</b>
Signature		Date	<b>15th March 2022</b>
<b>Customer contact details</b> – please type in the spaces below or tick the boxes as appropriate			
	<b>Contract Manager</b>	<b>Accounts &amp; Invoices</b>	<b>Site Contact</b>
Name			
Position			
Phone			
Mobile			
Email			
	<input type="checkbox"/> Same as Contract Manager		<input type="checkbox"/> Same as Contract Manager



## T6832 SCOPE OF WORKS

### SCOPE OF WORKS (all prices exclude GST)



Services	Description	Frequency	Cost per annum
Fire Sprinkler system	NZS4541 Brigade Connected System, including annual backflow. Excludes biennial survey and valve overhauls	Monthly @ \$25.00	\$300.00
		Quarterly @ \$15.00	\$60.00
		Annually	\$120.00
Diesel Pump	Site to run weekly, FFP to run monthly + arrange annual/biennial overhauls	Monthly @ \$45.00	\$540.00
		Annually	\$1,080.00
Fire Alarm system	Type 2F System (with smoke detection in offices)	Monthly @ \$25.00	\$300.00
		Annually	\$420.00
Emergency Lights	AS2293 System	6-monthly	\$80.00
		Annually	\$80.00
Natural smoke control	Fire curtain at top of stairs	6-monthly	\$180.00
		Annually	\$180.00
Backflow Preventer	1 unit included, additional Units \$120	Annually	\$130.00
Access Controlled Doors	Annual sign off only	Annually	\$40.00
Owners Inspections	Includes Systems: 14/2, 15/2, 15/3, 15/4, 15/5	Monthly @ \$35.00	\$420.00
Building Warrant of Fitness	Includes Systems: 14/2, 15/2, 15/3, 15/4, 15/5	Annually	\$240.00
<b>Total annual cost for Inspection services</b>			<b>\$4,170.00</b>
NZ Fire Service Monitoring	2 x Connections		\$936.00
<b>Total annual cost for Inspection &amp; Monitoring</b>			<b>\$5,106.00</b>
<b>TOTAL QUARTERLY INVOICE</b>			<b>\$1,276.50</b>