

Newcastle Smoke Alarm Services

Terms of Service

Last Updated: **July 2025**

These Terms of Service (“Terms”) govern the provision of services by Newcastle Smoke Alarm Services ("we", "us", or "our") to the property owner, manager, or authorised agent (“you”, “your”). By engaging our services, you agree to be bound by these Terms.

1. Scope of Services

1.1 Smoke Alarm Compliance Subscription

The annual subscription includes the following services in accordance with NSW Tenancy Legislation:

- Annual inspection of smoke alarms including cleaning, functional testing, and battery replacement as needed.
- Installation or replacement of smoke alarms where current smoke alarms are expired, faulty, or insufficient for compliance.
- Relocation of smoke alarms to meet legal positioning requirements.
- Issuance of a compliance report valid for 12 months.
- Unlimited call-outs during the subscription term for alarm faults or battery issues. (Reattendance for tenancy changes is excluded, as this is not a requirement in NSW).

Note:

- We do not install new 240V smoke alarms unless replacing an existing unit.
- Alarm relocations involving 240V units require a safety switch. Installation of a safety switch and associated electrical works will incur additional charges.
- While technicians will aim to minimise cosmetic damage during relocations or replacements, Newcastle Smoke Alarm Services is not responsible for paint, plaster, or surface restoration.
- Only smoke alarms required for compliance are replaced under the subscription. Any additional smoke alarms may incur further charges.
- We will service and ensure compliance of a property based on the intended use as communicated to us at the time of inspection. We accept no liability for non-compliance if the building’s classification or use has changed without our knowledge.

All alarms installed or maintained under this service comply with:

- NSW Residential Tenancy Legislation.
- Australian Standards AS 3786 & AS 1851.
- Building Code of Australia, Section 3.7.2.2.

1.2 Exclusions

- Replacement of alarms beyond compliance requirements.
- Replacement of alarms that are missing, stolen, or maliciously damaged.
- Cosmetic or structural repair work.

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2. Optional Add-On Services

(Available as packages alongside the Smoke Alarm Compliance Subscription)

2.1 Blind Cord Safety Check

If selected, we will inspect internal window coverings for compliance with the 2014 Corded Window Covering Safety Standard. We verify or rectify:

- No looped cords exceed 220 mm in length at heights under 1600 mm.
- Cord cleats are installed at 1600 mm or higher if required.
- We do not repair, adjust, or install window coverings.

This add-on service is only offered as part of the annual smoke alarm inspection and is not offered as a standalone.

2.2 Safety Switch (RCD) Testing

If selected, this service includes:
- Visual inspection and functional testing of each safety switch via the test button.

If a property lacks a safety switch, we will notify the managing agent or owner. Installation quotes can be provided upon request.

This add-on service is only offered as part of the annual smoke alarm inspection and is not offered as a standalone.

2.3 Water Efficiency Check

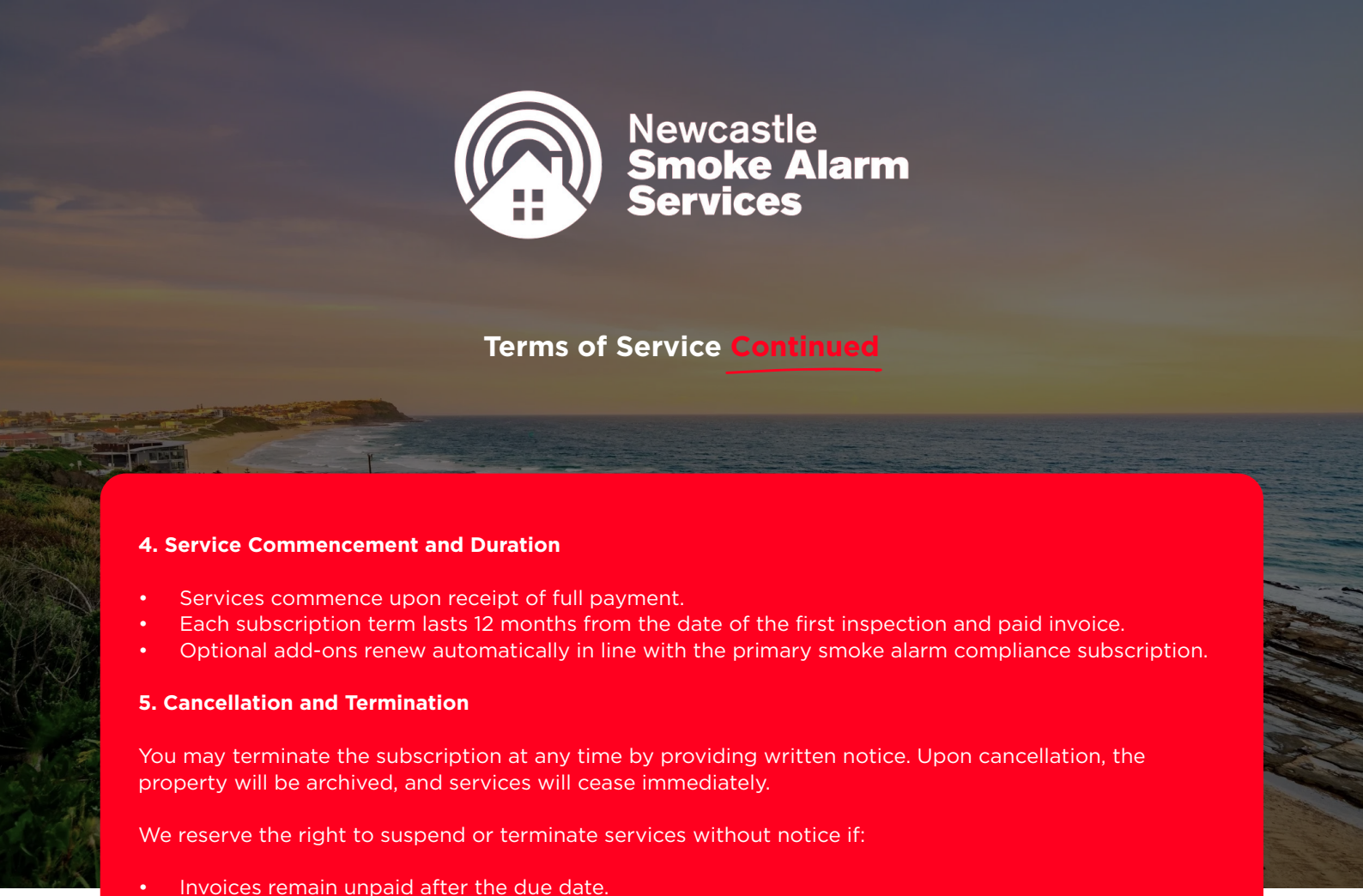
If selected, we will:
- Test the flow rate of internal cold-water taps.
- Check for visible leaks.
- Confirm toilets are dual flush and display a 3-star WELS rating, where label information or visual identification allows.

We do not carry out plumbing repairs. Any issues requiring further action will be referred to the managing agent or property owner.

This add-on service is only offered as part of the annual smoke alarm inspection and is not offered as a standalone.

3. Fees and Payment

- Subscription fees are advised at enrolment and are payable within 30 days of invoicing.
- You authorise your managing agent to process payment on your behalf where applicable.
- Subscriptions renew automatically on an annual basis unless written notice to cancel is provided.
- We reserve the right to revise service fees with prior written notice.



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4. Service Commencement and Duration

- Services commence upon receipt of full payment.
- Each subscription term lasts 12 months from the date of the first inspection and paid invoice.
- Optional add-ons renew automatically in line with the primary smoke alarm compliance subscription.

5. Cancellation and Termination

You may terminate the subscription at any time by providing written notice. Upon cancellation, the property will be archived, and services will cease immediately.

We reserve the right to suspend or terminate services without notice if:

- Invoices remain unpaid after the due date.
- Access to the property, keys, or tenant contact details is denied.
- Health or safety risks prevent safe attendance.
- You fail to act upon our compliance advice.

Should your property transition to another service provider, we will not be liable for further call-outs or maintenance.

6. Limitation of Liability

To the fullest extent permitted by law:

- We are not liable for any loss or damage resulting from delays, denied access, or cosmetic damage-caused during works necessary for compliance.
- Our responsibility is limited to ensuring that the property complies with applicable legislation at the time of service and based on the building classification and services as communicated to us.

7. Amendments

We may update these Terms periodically. The current version is available on our website and becomes effective immediately upon publication. Continued use of our services constitutes acceptance of the updated Terms.

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