

## PRICING ACCEPTANCE & CUSTOMER DETAILS

By signing below, the customer agrees to the above pricing including all inclusions, exclusions, and the General Terms and Conditions.

### CUSTOMER DETAILS:

Entity Legal Name:

Entity ABN:

### AUTHORISED REPRESENTATIVE:

Name of signatory:

Position:

Mobile Phone No:

Signature:

Date:

### OTHER DETAILS:

Site Manager Name:

Mobile:

Email:

Accounts Contact Name:

Mobile:

Email:



**MICHAEL LO CASTO – OPERATIONS MANAGER**

FPAS ACCREDITATION: IT63055

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## CAPABILITY STATEMENT

### BUSINESS OVERVIEW

**Name:** Code Fire Protection Pty Ltd

**Founded:** March 2024

**Location:** Melbourne, Victoria

**Leadership:** Our company is led by Michael Lo Casto, a qualified and experienced Building Surveyor and FPAS Accredited Practitioner (Complex Level). Michael Lo Casto is dedicated to upholding the highest standards of fire safety and compliance.

### KEY DIFFERENTIATORS

**Qualified Expertise:** Our team comprises qualified and skilled building surveyors and carpenters who bring deep technical knowledge and hands-on experience to every project.

**Compliance and Quality:** We adhere strictly to industry regulations and standards, ensuring all installations and services meet compliance requirements and exceed client expectations.

**Client-Centric Approach:** We prioritize client satisfaction, offering tailored solutions that address unique fire safety challenges while delivering projects on time and within budget.

### ABOUT US

Code Fire Protection is a newly established passive fire protection company specializing in delivering high-quality fire safety solutions. Founded by a professional with expertise in Building Surveying and Carpentry, our team brings a unique blend of technical knowledge and practical experience to ensure superior fire protection services.

### SERVICES

- ✓ Fire, Smoke and Acoustic Penetration Treatment & Certification
- ✓ Audit/Inspection and Defect Reports  
Fire and Smoke Door
- ✓ Installation/Rectification
- ✓ Fire Rated Board Systems for Structural Steel, Floors, Walls and Ceilings.
- ✓ Fire Penetration Register/Matrix (Pre-Construction & Central Registers)
- ✓ Passive Fire Management
- ✓ Consultation
- ✓ Building Notice/Order Resolution
- ✓ Speedpanel Installation/Rectification
- ✓ Fire Spray for Structural Steel or Mechanical Ductwork
- ✓ Fire Wrap for Mechanical Ductwork or Exhaust Flues
- ✓ Fire Rated Access Panels



## CAPABILITY STATEMENT

### SAFETY & QUALITY

At Code Fire Protection, safety is our priority. We are committed to implementing stringent safety protocols and procedures to safeguard our team, clients, and the community.

Quality assurance is integral to our operations. We conduct thorough inspections and testing to ensure the reliability and effectiveness of our fire protection solutions.

### FUTURE VISION

Our goal is to become a trusted partner in passive fire safety solutions, known for delivering exceptional service and innovative solutions.

### PREVIOUS & CURRENT PROJECTS

Our leadership and team members are currently collectively contributing to numerous projects in the passive fire protection industry, including but not limited to:

- ✓ Tower 9 Yarra's Edge Docklands – Mirvac
- ✓ R. Iconic Tower 2 – Maxcon
- ✓ 699 Park Road, Brunswick – Mirvac
- ✓ The Waterside Hotel – Kapitol
- ✓ MLC Sports Precinct Redevelopment – Kapitol
- ✓ The Raleigh, Windsor – Maxcon
- ✓ Green Street – Maxcon
- ✓ IGLU, Melbourne – Kane
- ✓ Assemble Footscray – Hickory

## CLIENT RESPONSIBILITIES

To enable Code Fire Protection Pty Ltd ("Code") to perform the Services efficiently, safely, and in compliance with all applicable laws, standards, and codes, the Client shall:

### 1. Engagement & Service Request Requirements

1.1 All requests for the engagement of Code's Services must be submitted in writing via email or formal project request form, clearly specifying the scope, location, and required dates for the Services.

1.2 The Client must provide a minimum of five (5) business days' notice for standard service requests, unless otherwise agreed in writing. Shorter notice may result in delayed attendance or additional charges.

1.3 Purchase Order Requirement: An approved purchase order (PO) must be issued by the Client and received by Code prior to the commencement of any Services. Code reserves the right to defer or reschedule Services until a PO is provided.

1.4 The Client shall provide all relevant project documentation at the time of submission of the request for quotation and service request, including:

- a) Approved drawings, penetration schedules, and service layouts;
- b) Construction or pre-construction registers; and
- c) Any site-specific access, safety, or induction requirements.

1.5 Confirmation of engagement by Code is required before any Services are undertaken. Services performed without prior written confirmation of engagement or an approved PO may not be covered under standard contractual terms.

### 2. Access & Attendance

2.1 Provide clear, unobstructed, and safe access to all areas where the Services are to be performed.

2.2 Submit all requests for Code's attendance on Site in writing with and provided with no less than two (2) business days' prior notice.

2.3 Ensure uninterrupted and priority access to all penetrations and work areas during the agreed working periods.

2.4 Provide additional or specialised access equipment, scaffolding, or machinery where such equipment is required to perform the Services.

### 3. Site Readiness & Preparation

3.1 Ensure all works are ready for treatment strictly in accordance with Code's pre-construction register or written direction.

3.2 Ensure all services are installed with adequate separation in accordance with AS 1530.4:2014, Section 2.4 – Separation of Services prior to commencement of rectification works.

3.3 Ensure that no shared penetrations are present, i.e., services installed by other trades shall not occupy the same core holes as those to be treated by Code.

3.4 Plan and coordinate all works so that they are performed during normal working hours (6:30 a.m. to 3:30 p.m., Monday to Friday) unless otherwise agreed in writing.

#### **4. Information & Documentation**

4.1 The Client is solely responsible for obtaining approval of installation methodologies, pre-construction registers, and treatment details from the Relevant Building Surveyor (RBS) or authority where required.

4.2 Provide the project program (schedule) and notify Code in writing of any changes as soon as practicable.

4.3 Provide no less than one (1) week's written notice for all handover documentation due dates to enable timely preparation and issue of deliverables.

#### **5. Variations & Rectification**

5.1 All necessary Variations must be submitted to and approved by the Client in writing, including but not limited to circumstances where hidden conditions, incorrect service placement, or program changes require additional works. Failure or refusal to approve required Variations may result in the suspension of affected works without liability to Code.

5.2 Notify Code immediately and in writing where the distances or clearances nominated in the pre-construction register cannot be achieved due to access limitations or existing services.

#### **6. Logistics & Equipment**

6.1 The Client must ensure suitable plant, equipment, and facilities are available for unloading, handling, and positioning of materials within the working zones where required.

6.2 Any delays arising from unavailable equipment, poor logistics coordination, or restricted material handling shall be treated as chargeable stand-downs or Variations.



## TERMS AND CONDITIONS OF ENGAGEMENT

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires:

**"Company"** means Code Fire Protection Pty Ltd (ABN applicable), including all directors, officers, employees, agents, subcontractors, and authorised representatives.

**"Client"** means any individual, company, partnership, principal contractor, builder, developer, owner, or other entity engaging the Company to provide the Services.

**"Site"** means any location at which the Services are performed, including multiple buildings, stages, or areas where applicable.

**"Services"** means all fire protection-related services provided by the Company, including but not limited to passive fire stopping, penetration audits, inspections, reporting, registers, certification, maintenance, rectification works, supply of materials, labour, and associated services expressly agreed in writing.

**"Variation"** means any change, addition, omission, substitution, delay, resequencing, or alteration to the scope, access, conditions, timing, methodology, or cost of the Services, whether foreseeable or not.

**"Latent Condition"** means any physical, construction, or compliance-related condition not reasonably discoverable at the time of quotation or inspection, including concealed penetrations, incorrect services installation, hidden non-compliance, restricted clearances, contamination, or structural limitations.

**"Deliverables"** means all reports, registers, certifications, photographs, data, inspection records, and documentation produced by the Company.

**"Force Majeure"** Event means any event beyond the Company's reasonable control, including acts of God, severe weather, industrial disputes, government actions, supply chain disruptions, or failure of third-party contractors.

1.2 Headings are for convenience only and do not affect interpretation.

### 2. FORMATION AND PRECEDENCE OF AGREEMENT

2.1 These Terms and Conditions constitute a legally binding agreement upon the earliest of:

- (a) written acceptance of the Company's quotation;
- (b) issue of a purchase order referencing the quotation; or
- (c) instruction for the Company to commence the Services.

2.2 These Terms and Conditions prevail over any Client terms, purchase order conditions, subcontract terms, or other documents, unless expressly agreed in writing by a director of the Company.

### 3. SCOPE OF SERVICES

3.1 The Company shall perform the Services strictly in accordance with the accepted quotation and these Terms and Conditions.

3.2 The Company retains sole discretion over the means, methods, sequencing, labour allocation, tools, equipment, and resources used to perform the Services.

3.3 The Company is not engaged as a fire engineer, building surveyor, design consultant, or certifier beyond the limited scope expressly agreed in writing.

3.4 The Company is not required to carry out destructive testing, invasive inspections, or verification of concealed works unless specifically agreed in writing.

### 4. SITE CONDITIONS AND CLIENT OBLIGATIONS

4.6 No Reliance / No Advisory Duty

The Client acknowledges and agrees that:

- (a) the Client does not provide advisory, supervisory, design, engineering, or coordination services;
- (b) the Client has not relied on any representation, advice, recommendation, or opinion of the Company other than as expressly stated in writing;
- (c) the Company owes no duty to warn, identify, or advise of defects, design issues, coordination conflicts, or non-compliance created by others;
- (d) any informal comments, observations, or discussions are provided without responsibility and do not constitute advice or approval;
- (e) the Client irrevocably releases the Company from any claim arising from alleged reliance on information outside the agreed scope of Services.

4.1 The Client warrants that the Site will at all times be safe, compliant with applicable WHS legislation, and fully accessible.

4.2 The Client must ensure all work areas are properly prepared and that penetrations remain exposed, unobstructed, and accessible for inspection.

4.3 The Client must provide accurate, complete, and current documentation, including approved drawings, service layouts, penetration schedules, and certified construction details.

4.4 The Client acknowledges and agrees that:

- (a) approval of installation methods and pre-construction registers by the Relevant Building Surveyor (RBS) is the Client's sole responsibility;
- (b) the Company bears no liability where works proceed without such approval;
- (c) installers other than the Company are solely responsible for compliance of their works;
- (d) the Company is not liable for defects or non-compliance concealed or inaccessible at the time of inspection;
- (e) the Company owes no duty to warn, advise, or identify design deficiencies, coordination issues, or non-compliance by others beyond the expressly agreed scope of Services.

4.5 If the Company attends Site and access is denied, restricted, unsafe, or not as reasonably anticipated, the Company may charge stand-down, remobilisation, and wasted time costs.

### 5. VARIATIONS, LATENT CONDITIONS & MAXIMUM DEFENSIVE PROVISIONS

5.1 Variations include, without limitation:

- (a) Latent Conditions;
- (b) non-compliant works by other trades;
- (c) insufficient clearances, incorrect service spacing, bundling, or installation;
- (d) changes to site sequencing, access restrictions, or premature covering of works;
- (e) changes to approved construction details or project program;
- (f) additional mobilisation or remobilisation required due to sequencing or access constraints.

5.2 The Client acknowledges that the Company has priced the Services on the assumption that Site conditions, access, and services installation comply with the documentation provided.

5.3 Any Latent Condition or Variation identified entitles the Company to adjust pricing, methodology, sequencing, and program without liability.

5.4 The Company has no obligation to proceed with affected works until a Variation is approved in writing.

5.5 Failure or refusal by the Client to approve a necessary Variation entitles the Company, at its sole discretion, to suspend or withdraw from the affected works without penalty or liability.

5.6 The Client irrevocably releases and indemnifies the Company against any claim, loss, delay, cost, or penalty arising from Latent Conditions, unapproved Variations, or works proceeding contrary to the Company's recommendations.

### 6. FIRE RATING AND REGULATORY COMPLIANCE

6.0 Adjudication-Ready Compliance Position (Victoria)

The parties expressly acknowledge that compliance obligations under AS 4072.1, AS 1530.4, the NCC, and the Building Act and Regulations (VIC) are shared across multiple stakeholders. The Company's role is strictly limited to the Services expressly engaged, and no compliance responsibility is assumed beyond that scope. These Terms are intended to be relied upon in any adjudication under the Building and Construction Industry Security of Payment Act 2002 (VIC).

6.1 The Company performs Services in accordance with AS 4072.1, AS 1530.4, the National Construction Code, applicable Victorian legislation, and manufacturer-certified systems.

6.2 The Company will only install certified systems appropriate to the service type and construction at the time of installation.

6.3 The Company will not certify:

- (a) works installed or altered by others without inspection and written confirmation;
- (b) concealed, undocumented, or partially completed penetrations;
- (c) non-system, substituted, or modified treatments;
- (d) penetrations treated on only one side;
- (e) penetrations subsequently interfered with by others.

6.4 Certification is conditionally upon:

- (a) full inspection access;
- (b) confirmation of compliance;
- (c) payment in full of all outstanding invoices.

- 6.5 The Company assumes no liability for compliance where it is not fully engaged to inspect and certify all penetrations.

## 7. DELAYS, RECALLS, AND STAND-DOWNS

- 7.1 Delays caused by other trades, access issues, authority directions, or program changes constitute Variations.  
 7.2 Stand-downs, recalls, remobilisations, and return visits are chargeable at the Company's applicable rates.

## 8. PAYMENT TERMS

- 8.1 Payment is due thirty (30) days from the end of month of invoice date.  
 8.2 Late payment may result in:  
 (a) interest at 1.5% per month;  
 (b) suspension of Services;  
 (c) withholding of certification;  
 (d) recovery of all debt collection costs.  
 8.3 All claims are made under the Building and Construction Industry Security of Payment Act 2002 (VIC).  
 8.4 No retention monies may be withheld unless expressly agreed in writing.

## 9. TERMINATION AND SUSPENSION

- 9.1 The Company may suspend or terminate the Services immediately if the Client fails to pay, denies access, becomes insolvent or breaches these Terms.  
 9.2 Suspension or termination does not affect accrued rights or entitlements.

## 10. DEFECTS IDENTIFIED BY AUTHORITIES

- 10.1 If any authority identifies a defect alleged to relate to the Company's Services, the Client must notify the Company in writing within forty-eight (48) hours.  
 10.2 The Company shall be afforded a minimum of seven (7) business days to inspect the alleged defect and provide a response or rectification proposal.  
 10.3 The Company bears no liability for penalties, costs, or delays unless given a reasonable opportunity to inspect and rectify.  
 10.4 Where defects arise due to others, concealed works, or matters outside the Company's scope, all costs shall be borne by the Client.

## 11. WARRANTIES AND LIMITATION OF LIABILITY

- 11.1 The Company warrants that materials supplied are free from defects at the time of installation.  
 11.2 To the maximum extent permitted by law, the Company excludes all liability for indirect, consequential, or economic loss.  
 11.3 The Company's total aggregate liability is limited to the lesser of \$10,000 or 25% of the total contract value.

## 12. INDEMNITY

- The Client indemnifies the Company against all claims, losses, penalties, or damages arising from:  
 (a) concealed or uninspected works;  
 (b) interference or modification by others;  
 (c) failure to comply with these Terms;  
 (d) reliance on Deliverables beyond their stated purpose.

## 13. INTELLECTUAL PROPERTY

All Deliverables remain the intellectual property of the Company and may not be reused, relied upon, or disclosed without written consent.

## 14. FORCE MAJEURE

The Company is not liable for delays or failure caused by a Force Majeure Event.

## 15. DISPUTE RESOLUTION

- 15.0 Adjudication & Payment Disputes (Victoria)  
 The Client acknowledges that the Company is entitled to pursue statutory adjudication, recovery, or suspension of works in accordance with the Building and Construction Industry Security of Payment Act 2002 (VIC) without prejudice to any other contractual rights.  
 Disputes must first be negotiated in good faith and, if unresolved within fourteen (14) days, submitted to mediation prior to litigation.

## 16. GOVERNING LAW

This agreement is governed by the laws of Victoria, Australia.

## 17. ENTIRE AGREEMENT

- 17.1 This agreement is structured to reflect Victorian construction industry adjudication and enforcement standards and is intended to be construed accordingly.  
 These Terms constitute the entire agreement between the parties and supersede all prior negotiations or agreements.

## 18. GENERAL COMMERCIAL TERMS

- 18.1 Pricing is valid for thirty (30) days from the date of issue and may be reviewed for delays exceeding three (3) months.  
 18.2 Labour minimums, overtime, temperature shutdowns (35°C), stand-downs, and remobilisations are chargeable in accordance with the Company's prevailing rates.  
 18.3 No works will commence until written acceptance or purchase order is received.

## 19. ACCEPTANCE

- 19.1 By accepting a quotation, issuing a purchase order, or instructing commencement of Services, the Client irrevocably agrees that:  
 (a) these Terms and Conditions are fair and reasonable;  
 (b) the allocation of risk is commercially justified;  
 (c) the limitation of liability is proportionate to the contract value; and  
 (d) these Terms may be relied upon by the Company in any adjudication, mediation, arbitration, or court proceeding.

Document Control

Version: 1.0

Status: Master Terms & Conditions of Engagement

Jurisdiction: Victoria, Australia

Applies to: All quotations, purchase orders, and engagements unless expressly agreed otherwise in writing.

By accepting a quotation, issuing a purchase order, or instructing commencement of Services, the Client irrevocably agrees to be bound by these Terms and Conditions in full.