



**AGREEMENT IN RELATION TO
FIRE SAFETY SERVICES**

CLUTHA DISTRICT COUNCIL

&

FIRE SAFETY ADVISORY SERVICES (DUNEDIN) LTD

May 2007

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1. Purpose of the agreement

- a) The purpose of this Agreement is to specify, for the sake of clarity and certainty, the formal arrangements that exist between the parties to this agreement in relation to the services covered by this agreement. This agreement represents the sole reference point for the definition of these arrangements between the parties.

2. Parties to the agreement

- a) The parties to this agreement are as follows:

Fire Safety Advisory Services (Dunedin) Ltd (“the Service Provider”); and

Clutha District Council (“the Service Recipient”).

- b) For the purpose of this agreement, the Service Provider shall be represented by Phil Murphy and the Service Recipient shall be represented by Clutha District Council’s District Inspector. All enquiries in relation to this agreement should be referred to one or other (or both – depending upon the circumstances) of these parties.

3. Period covered by the agreement

- a) This agreement is valid indefinitely, unless terminated by either party in accordance with the Termination Procedures outlined in 10 below.

4. Scope of services

- a) This agreement applies to the services set out in Appendix 1. Any service not set out in Appendix 1 is specifically excluded from consideration by this agreement.

5. Service level specifications

- a) The specific service levels applying to each service covered by this agreement are set out in Appendix 2 together with the responsibilities of the Service Recipient in relation to each service covered by this agreement.

6. Charging regime

- a) The charging regime pertaining to services rendered by the Service Provider to the Service Recipient in connection with activities undertaken in accordance with this agreement shall be in accordance with the current charges of the Service Provider.
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7. Performance management

- a) Performance in terms of this agreement shall be managed via an annual performance review. The Service Provider's representative and the Service Recipient's representative shall be responsible for undertaking all such reviews and for recording the findings of the same in writing.
- b) Annual performance reviews will take the form of direct comparison between the specifications set out in Appendix 2 of this SLA and all relevant indicators of actual service performance (eg. complaints/compliments received; observations by representatives of parties to this agreement or by independent persons).
- c) Notwithstanding Sections 7(a)-(c) above or Section 8 below, when a failure to meet any of the specifications set out in Appendix 2 is identified then the Service Provider's representative and the Service Recipient's representative shall immediately be informed and it shall be the joint responsibility of those parties to determine and administer the most appropriate remedy.

8. Escalation procedures

- a) In the event that a dispute arises in relation to activities undertaken in accordance with this agreement the representatives of the Service Provider and the Service Recipient shall use every endeavour to resolve the dispute by a process of consultation, consensus and the application of common sense within 48 hours of the dispute arising.
- b) If resolution of a dispute in the manner described in Section 8(a) above is not achievable then the matter will be referred to a nominated independent person who shall resolve it in the best interests of [Council Name] within seven working days of agreeing to accept responsibility for dispute resolution.

9. Change procedures

- a) Any changes to this agreement required during its term shall be subject to negotiation and agreement by both parties except when such changes are necessitated by factors beyond the control of either party (eg. changes in Council policy) in which case both parties shall automatically agree to the required changes without negotiation.

10. Termination of the agreement

- a) This agreement may be terminated by either party in writing. In the case of matters of dispute which have traversed the escalation procedures set out in Section 8 of this agreement, termination represents the preferred dispute resolution option.
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SIGNED:

for the Fire Safety Advisory Services (Dunedin) Ltd

for the Clutha District Council

DATE: / /

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APPENDIX 1
- SCOPE OF SERVICES

1. Fire Safety Services

- a) Provision of advice to Council on recommendations and comments made on applications by the New Zealand Fire Service Design Review Unit.
- b) Assess applications for compliance with Fire Safety clauses of the New Zealand Building Code (C1 – C4)
- c) Assess applications for compliance with Safety of Users clauses of the New Zealand Building Code (F) that relate to fire safety.
- d) Provide inspection services as required in relation to fire safety and fire warning and fire control systems for applications, compliance schedule audits and building warrants of fitness.

APPENDIX 2
- SERVICE LEVEL SPECIFICATIONS

REQUIRED SERVICE LEVEL

Provide a timely, competent and professional service at all times.

Ensure written records of all inspections, advice and assessment of applications is provided promptly after completion of the work.

Maintain current professional and technical expertise in the fire safety field.

Maintain current knowledge of documents and products.

Ensure all work is carried out in a manner consistent with the intention of the "Health and Safety in Employment Act 1992"

Provide invoices requesting payment for services in a timely manner.

CDC RESPONSIBILITIES

Pay invoices in a timely manner.

Provide clear instructions on work expected, including information regarding the urgency of the work.