**Your logo**

**1. CONSIDERATION FOR THIS AGREEMENT**

1. Normal working hours are from 7.30am to 4:30pm each day Monday to Friday but weekends and public holidays are excluded from this agreement. Additional charges will apply should the Client request the Contractor to attend outside of normal working hours.
2. To ensure continuity of service and status of equipment covered by this agreement, the Client nominates the Contractor as the preferred supplier for all additional site works and tenancy fit outs. All capital equipment work and/or upgrades are to be performed at mutually agreeable cost plus margin between Contractor and the Client.
3. All charges are subject to change with 90 days prior notice.

**2. SPECIFIC EXCLUSIONS FROM THIS AGREEMENT**

1. Any upgrade to site access to provide our technicians with the access required to undertake the Works included within this agreement to the safety requirements stipulated by WORKSAFE.
2. Any costs associated with specialist lifting or access equipment.
3. All service call outs, equipment repairs and the like incur an additional cost.
4. Any costs associated with replacing filters and belts due to general wear and tear.
5. Any costs associated with the maintenance of the BMS system.

**3. CONTRACTOR’S OBLIGATIONS**

1. Qualified and experienced persons supervised or directed by the Contractor shall carry out work.
2. The Contractor shall familiarise itself with the Plant and Equipment installed in the premises.
3. In executing the Works, the Contractor shall:
4. not unreasonably interfere with the normal use of the premises;
5. rectify any damage to the premises caused by a negligent act of the Contractor;
6. Furnish to the Client a report detailing those parts of the Plant and Equipment inspected and recommendations as to any repairs that should be carried out to it.

**4. CLIENT’S OBLIGATIONS**

1. The Client shall provide the Contractor with:
2. Reasonable access to the premises and supply of utilities as is required by the Contractor.
3. safe access to the Plant and Equipment in compliance with all relevant occupational health and safety legislation; and
4. All maintenance manuals, manufacturer’s instructions and as-built drawings the Client has in relation to the Plant and Equipment.
5. Any interference with or damage to the Plant and Equipment by the Clients’ tenants and invitees would absolve the Contractor of any liability under this agreement.

**5. STATUTORY OBLIGATIONS & SAFETY**

1. The Contractor shall execute and complete the Works in accordance with all applicable Australian Standards and occupational health and safety legislation.

 **6. SECURITY**

1. The Contractor shall use its best endeavours to ensure that it and its employees, servants and agents keep the premises secure in accordance with the Client’s directions.

**7. LIABILITY**

1. The Contractor shall be liable for and shall indemnify the Client against any claims for damage, injury or death arising out of the Works and directly caused by the negligence of the Contractor, except where the Works are altered, relocated, maintained, operated or interfered with by any unauthorised person. In all other cases, the Client shall be liable for and shall indemnify the Contractor against any such claims.

**8. ASSIGNMENT & SUB-LETTING**

1. The Contractor may not assign or sub-let the whole or any part of the Works without written consent of the Client.
2. The Client may, with the prior written consent of the Contractor, assign this agreement to any third party entitled to an interest in the premises by notice to the Contractor

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