



PO Box 145
Everton Park Q 4053
Phone: 07 3355 8000
Fax: 07 3355 5043

SERVICE AGREEMENT

NAME OF INSTITUTION:

ADDRESS FOR CORRESPONDENCE:

ADDRESS FOR SERVICE:

Telephone Number:

Fax Number:

E-mail:

I apply for a service agreement on the attached terms for the equipment specified on page 2 of this agreement and certify that my answers to all the questions in this application are, to the best of my knowledge, correct. I have authority to sign this agreement.

The service agreement is to be for the following selected period: (select one option)

Automatically renew each year – notify me for approval if the price changes

For 2-year(s) from the date of my signature – contact me prior to expiry and notify price changes (if any) at start of each service year.

Applicant's Name:

Applicant's Position:

Applicant's Signature:

Date Signed:

Signed for Evocare Australia Pty Limited by

Service Contract Manager: Anne Field

Service Contract Manager Signature:

Date Signed:

Commencement Date:

EQUIPMENT SCHEDULE

MAKE	MODEL CODE	SERIAL No.	SERVICE FREQUENCY	SERVICE FEE (ex GST)¹

Evocare Australia Pty Limited (Evocare) will offer service agreements on most brands of equipment. Please ask your Evocare consultant if your current equipment can be covered.

¹ Fee is per unit of equipment per service. GST is applicable on service charges and is additional to the fee shown.

Service Agreement Terms

Terms

The agreement will remain in force from the commencement date unless varied or terminated as specified below. Servicing and repairs will be provided within the standard business week (Monday to Friday: 8:30am to 5.00pm)

Details

The Service Charge provides preventative maintenance services (PMs) scheduled to your and our convenience at your site and **includes**:

- Call out fee to your site
- Labour for the preventative maintenance service
- Cleaning of equipment
- Written report on equipment
- Tagging of your equipment with service details and next service date²

See appendices for specific servicing details of the relevant equipment.

For facilities outside metropolitan areas (Brisbane, Cairns, Townsville) a travel fee shall apply.

- First hour of travel time from Evocare to site - Free,
- subsequent time -\$50 per hour (billed as time taken).
- Where accommodation is required, this will be on billed at cost.

The Service Agreement Fee does not include any repairs done during the service. Where no warranty exists, service charges will apply.

Should any equipment under a service agreement require servicing outside of the scheduled PMs and no warranty exists, service charges will apply. Call out fees and travel charge will apply if the service is to be carried out on site.

Where equipment is, in our opinion, not suitable for use, you will be notified promptly. You can decide whether you want repairs and/or replacements to be provided.

² We will contact you prior to your next PM and arrange a mutually suitable service time.

Availability

The standard equipment service agreement is offered on all new equipment purchased directly from Evocare. Equipment previously purchased directly from Evocare and still under warranty may also be accepted. Equipment out of warranty will need to be assessed to determine if their current condition meets the service agreement requirements. Equipment purchased from other companies may also fulfil the requirements of our service agreements and can be assessed for inclusion in the agreement.

Locality

Equipment outside of Evocare Service Regions³ will be eligible for this agreement on the understanding that the service and repairs may be affected by approved Evocare service agents. Evocare will attempt where possible to do the servicing. However, some more distant areas may not be visited. The provision of replacement parts and the use of local service personnel will be the preferred method for urgent repairs.

Invoicing & Payment

The Service Agreement Fee is billed at the time incurred along with any other charges for repairs, travel charges and other associated charges. Payment is required within the normal terms of your account with Evocare.

GST

The servicing charges as indicated on the pricing schedule are exclusive of GST. That is GST will be added to the service charge and repair costs as applicable.

General

Evocare shall not be liable for any delay in performing its obligations due to Force Majeure or other causes beyond its reasonable control.

Your obligations

- To operate and maintain the equipment as specified in the manufacturer's handbook.
- To ensure Evocare personnel are used for any repairs and servicing
- To notify Evocare promptly when the equipment requires servicing or repairs
- To ensure the equipment (including slings) are **free of any contaminant** prior to requesting repairs or servicing

³ Evocare Service Regions are noted on our website. Please click on Service Regions.

Our obligations

- To service your equipment promptly and diligently
- To ensure your equipment is maintained in good working condition and to maintain its working life
- To ensure good quality parts and consumables are used in servicing your equipment
- To communicate clearly and concisely the service of your equipment and the state of your slings and associated equipment where applicable
- Where we service at your site, to leave your site, equipment and associated equipment, slings and consumables in a clean condition, and to remove any servicing material from your site
- Where we service your equipment offsite, to return your equipment and associated equipment, slings and consumables to you promptly in clean condition

Termination

Either party may terminate this agreement by giving 30 days prior written notice.

Default of payment of any invoice submitted by Evocare under the terms of this agreement may lead Evocare to terminate the agreement without notice.