



Serving Australia **Wide**

Service Agreement

112-116 Canterbury Road
112-116 Canterbury Road
440 Collins Street

TERM	MEANING
We, Us or Our	ELEPHANTS FOOT SERVICE & CARE PTY LTD ABN 33 611 438 576 Address: 112-116 Canterbury Road Bankstown NSW 2200 Phone: 1300 4 ELEPHANT (1300 435 374) Email: service@elephantsfoot.com.au
You or Your	Company Name: Hasdasd ABN: 48000026219 Address: LEVEL 4, 207B Pacific Highway, ST LEONARDS, 2065, NSW, Australia Accounts Emails: invoices@hammond.com.au Account Phone: Phone: 0282808444
Start Date	23/10/2025
End Date	23/10/2027
Total Contract Value	\$77,781.60
Salesperson	Laura Harrison
Price	The Price is calculated based on a schedule of rates (as attached to this Agreement) or as otherwise agreed between the Parties.
Payment Terms	Where the Goods and Services are provided on a fixed fee basis, we may issue invoices to you on completion of the Goods and Services (as determined by us). Where a deposit is required, we may issue an invoice to you on or before the Start Date. OR We may issue invoices to you on a [weekly / monthly / fortnightly] basis for Services performed during that period. You must pay the amount in the invoice, using the payment method set out in the invoice, within [30 days] of the date of the invoice, or as otherwise agreed between the Parties.
Proposal Expiry Date	22/12/2025

INCENTIVES:

TIER	INCENTIVES
PREMIUM	Price Lock Guarantee (24 Months)
	Priority Response Within 8 Hours
	Priority Booking
	Flexible 21-Day Payment Terms
	15% Discounts on Parts
	10% Service Pricing Discounts
	Complimentary Odour Control (First 3 Months)

SCHEDULE OF SERVICES:

SERVICE TYPE	RECOMMENDED FREQUENCY	COST	Select
Waste Chute Cleaning	Quarterly	112-116 Canterbury Road - Building A \$450 + GST (Per Chute) (Up to 12 Levels) *Any Extra Levels will be invoiced accordingly	<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> 6 Monthly <input type="checkbox"/> Yearly
		112-116 Canterbury Road - Building B \$450 + GST (Per Chute) (Up to 14 Levels) *Any Extra Levels will be invoiced accordingly	
		440 Collins Street \$450 + GST (Per Chute) (Up to 15 Levels) *Any Extra Levels will be invoiced accordingly	
Equipment Preventative Maintenance	Quarterly	112-116 Canterbury Road - Building A 1 x Carousel \$310 + GST (Per System) 3 x Linear \$310 + GST (Per System)	<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> 6 Monthly <input type="checkbox"/> Yearly

		112-116 Canterbury Road - Building B 1 x Linear \$310 + GST (Per System)	
		440 Collins Street 5 x Linear/ Compactor \$310 + GST (Per System) 1 x Stationary Auger with Shredder \$710 + GST (Per System)	
Self-Closing Hopper Door Inspection	Quarterly	112-116 Canterbury Road - Building A \$400 + GST (Per Chute) (Up to 12 Levels) *Any Extra Levels will be invoiced accordingly	<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> 6 Monthly <input type="checkbox"/> Yearly
		112-116 Canterbury Road - Building B \$400 + GST (Per Chute) (Up to 14 Levels) *Any Extra Levels will be invoiced accordingly	
		440 Collins Street \$400 + GST (Per Chute) (Up to 15 Levels) *Any Extra Levels will be invoiced accordingly	
Waste Room High Pressure Clean	Quarterly	112-116 Canterbury Road - Building A \$550 + GST 31 m² – 50 m² (Per Waste Room)	<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> 6 Monthly <input type="checkbox"/> Yearly
		112-116 Canterbury Road - Building B \$425 + GST 0 m² – 30 m² (Per Waste Room)	
		440 Collins Street \$425 + GST 0 m² – 30 m² (Per Waste Room)	
Wheelie Bin Cleaning	Quarterly	112-116 Canterbury Road - Building A 14 x 240L bins \$12 + GST (Per Bin) 24 x 660L bins \$34 + GST (Per Bin)	<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> 6 Monthly <input type="checkbox"/> Yearly

		112-116 Canterbury Road - Building B 14 x 240L bins \$12 + GST (Per Bin)	
		440 Collins Street 12 x 240L bins \$12 + GST (Per Bin)	
EF Neutraliser (Odour Management System)	Quarterly	112-116 Canterbury Road - Building A \$299 + GST (Per Unit, No Installation cost. Min 2 year contract) *240V 10AMP Outlet Must be Supplied in Waste Room <div>1</div> UNITS	<input checked="" type="checkbox"/> Quarterly
		112-116 Canterbury Road - Building B \$299 + GST (Per Unit, No Installation cost. Min 2 year contract) *240V 10AMP Outlet Must be Supplied in Waste Room <div>1</div> UNITS	
		440 Collins Street \$299 + GST (Per Unit, No Installation cost. Min 2 year contract) *240V 10AMP Outlet Must be Supplied in Waste Room <div>1</div> UNITS	

- Services will be invoiced upon completion of works carried out.
- Quarterly odour control invoiced in advance.
- **Chute cleaning and waste pressure room cleaning to be scheduled together.**
- Additional charges will apply if access keys are required to be picked up and any paid parking.
- Waste room pressure clean – rooms larger than 20m² will incur additional charges.

UNSCHEDULED SERVICE RATES:

PERIOD	CALL OUT FEE	HOURLY RATE
Normal Working Hours (8.30am – 4.30pm)	\$160.00 + GST	\$125.00 + GST
After Hours (Monday to Friday from 4:30pm and Saturday)	\$640.00 + GST* (3 hours including travel)	\$175.00 + GST (Any time thereafter)
After Hours (Sunday and Public Holidays)	\$720.00 + GST* (3 hours including travel)	\$195.00 + GST (Any time thereafter)
Waste Blockage (Normal Working Hours 8.30am – 4.30pm)	\$380.00 + GST* (3 hours including travel)	\$125.00 + GST* (Any time thereafter)

*Unscheduled Service Prices are not included in this agreement.

EDIVERTER / GARBAGE ROOM:

Frequency	Activity
Scheduled Maintenance	Check/Clean and/or adjust photo sensor & reflector
	Check and clean all limit switches (if applicable)
	Check power pack (if applicable)
	Check & grease diverter bearings
	Check electrical actuator & controls
	Check PLC functions & all wiring
	Check all electronic sequencing
	Check and adjust the stopping position (if applicable)
	Check safety controls
	Check hopper sliding door, slides, cable condition and fusible link
	Check turn buckle on hopper
	Test operations of entire system
	Report on steel welds & structure
	Report on housekeeping of garbage room

CAROUSELS & LINEARS: ADDITIONAL TO THE ABOVE

Frequency	Activity
Scheduled Maintenance	Ensure the plastic floor tray is clean
	Clean the machine
	Check and grease the ram screw rod and nut
	Check drive chain tension
	Check gearbox mount bolts
	Check the plastic floor tray and centre runners
	Check and grease carousel ring gear and motor pinion, adjust tension if necessary
	Check & grease conveyor track and screw drive

CHUTE CLEANING

Frequency	Activity
Scheduled Maintenance	Attach "Chute Cleaning in Progress" Signs to Hopper Doors to ensure awareness by indicating that cleaning is underway.
	Use an environmentally friendly solution to break down any residue or buildup in the chute.
	Use high-pressure water to thoroughly clean the chute, dislodging any remaining debris.
	Wipe down and sanitize the hopper doors to maintain hygiene standards.
	High-pressure clean discharge hopper to remove any buildup or contaminants.
	Thoroughly clean all waste equipment
	Ensure that the waste room is free of excess water to prevent slips and maintain cleanliness.
	Use Odour control spray to neutralize any unpleasant smells emanating from the waste chute, ensuring a more pleasant environment.

WASTE ROOM/ EQUIPMENT CLEANING

Frequency	Activity
Scheduled Maintenance	Ensure that all equipment is powered off and disconnected from any power source.
	Use an environmentally friendly solution to break down any residue or buildup on the equipment.
	Use high-pressure water to clean the room and waste equipment, dislodging any remaining debris.
	Rinse the equipment thoroughly with clean water to remove any residue of the cleaning solution.
	Ensure that all surfaces are thoroughly cleaned and sanitized.
	Before reactivating the equipment, double-check that all surfaces are dry and free from any residue.
	Reconnect power source and test equipment

WASTE BIN CLEANING

Frequency	Activity
Scheduled Maintenance	Assess Bin's condition, noting any damages or specific areas requiring attention
	Remove any excess waste in the Bin
	High Pressure Clean to Remove Grime, Dirt and Residue from the interior and exterior surfaces
	Manually scrub any stubborn stains, particularly around handles, lids and base areas
	Apply disinfectants to eliminate bacteria and reduce odours
	Use eco-friendly deodorizing agent to leave the bin smelling fresh
	Provide a report on the cleaning, noting any damages or recommendations for repair

DOOR INSPECTIONS

Frequency	Activity
Self-Closing Hopper	Inspect against drawings that self-closing hoppers have been added, removed or modified. Check overall dimensioning of the self-closing hopper i.e. gaps, leaf and the door frame are in accordance with the relevant test report
Screw Mounted Self Closing Hoppers (where applicable)	Inspect to ensure screw fixings are all present and engaged in the frame securely and are in accordance with the relevant test report
Hardware General	<p>A. Locksets, latches, closers, pivots and hinges: Inspect all hardware required for closing and latching is fitted and is a make and model that has been fire tested for the specific self-closing hopper.</p> <p>B. Inspect all hardware is located correctly, securely attached and operational with the correct fittings in accordance with the requirements of the relevant test report.</p> <p>C. Inspect the door leaf and door frame are free from non-approved fittings, fixings, or attachments and free from damage caused by relocation of hardware items.</p>
Self-Closing and Self-Latching Function	<p>A. Verify the opening and closing forces are such that the self-closing hoppers can be easily opened and closed in normal conditions.</p> <p>B. Inspect the door leaf and door set is self-closing and self-latching if appropriate.</p>
Seals	Inspect any installed door seals are approved for use on the proprietary door type, functioning as intended and are not damaged.
Leaves	<p>A. Inspect panel to ensure it is free of any visible delamination, and other damage.</p> <p>B. Inspect that the any perimeter seal is in good condition and not damaged.</p> <p>C. Inspect door hinges are in</p>

ODOUR MANAGEMENT SYSTEM TOP UP

Frequency	Activity
Scheduled Maintenance	Ensure system is clean and free of any debris, residue, or damage.
	Drain remaining solution.
	Pour solution into the odour management system's reservoir or container.
	Carefully inspect for any leaks, spills, or other issues.
	Test the operation of the odour management system to ensure it is functioning correctly.
	Inspect program and adjust if required.

TERMS AND CONDITIONS

Normal working hours are defined as 8:30am to 4:30pm Monday through Friday inclusive, excluding public holidays. Elephants Foot shall be provided reasonable means of access to the equipment being serviced, including supply of access keys, swipe cards, access codes, or any other security devices required to access the garbage room and/or equipment. Elephants Foot shall be permitted to start and stop all equipment necessary to perform the herein-agreed services.

These terms and conditions are between the parties described in the Schedule, together the **Parties** and each a **Party**. These terms and conditions and the Schedule form the entire agreement under which we will provide the Goods and Services to you (together, the **Agreement**).

1. ACCEPTANCE

1.1 You have requested the Goods and Services set out in the Schedule, and accept this Agreement by:

- (a) signing and returning this Agreement.
- (b) making any payment of the Price (including any deposit).

1.2 Please read this Agreement carefully and contact us if you have any questions.

2. GOODS AND SERVICES

2.1 We agree to provide you the Goods and Services in accordance with this Agreement and all relevant laws.

2.2 You acknowledge and agree that any dates for delivery or for completion notified by us are estimates only, and, acting reasonably we will have no Liability to you for failing to meet any delivery or milestone date.

2.3 We may provide the Goods and Services to you using our Personnel, and they are included in this Agreement.

2.4 All variations to the Goods and Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably determined by us. If we consider that any instruction or direction from you constitutes a variation, then we will not be obliged to comply with such instruction or direction unless agreed in accordance with this clause 2.4.

2.5 We (Elephants Foot) warrant that we hold all appropriate and necessary insurances required for the provision of the Goods and Services under this Agreement.

3. PRICE AND PAYMENT

3.1 You agree to pay us the Price and all other reasonable expenses or disbursements properly incurred by us in the provision of the Goods and Services, in accordance with the Payment Terms. All amounts are stated in Australian dollars and are exclusive of GST (unless otherwise stated).

3.2 Unless otherwise agreed between the Parties, any deposit in the Schedule must be paid before we commence the provision of the Goods and Services.

3.3 If any amounts are unpaid 7 days after the payment date, we may suspend the provision of the Goods and Services until we receive payment.

3.4 Subject to the invoice not being in dispute pursuant to Clause 11.1, If invoices are outside of payment terms and the matter is sent for recovery of overdue invoices, the debtor/s shall pay for all costs actually incurred by in the recovery of any monies owed under this Agreement including recovery agent costs, repossession costs and solicitor costs on a solicitor/client basis.

4. YOUR OBLIGATIONS AND WARRANTIES

You represent, warrant, acknowledge and agree that:

- (a) there are no legal restrictions preventing you from engaging us or agreeing to this Agreement.
- (b) you have not relied on any representations or warranties made by us in relation to the Goods and Services (including as to whether the Goods and Services are or will be fit or suitable for your particular purposes), unless expressly stipulated in this Agreement.

- (c) you will cooperate with us, and provide us with all documentation, information, instructions, and access necessary to enable us to provide the Goods and Services, as requested by us, from time to time, and in a timely manner.
- (d) the information you provide to us is true, correct, and complete.
- (e) you will not infringe any third-party rights in working with us and receiving the Goods and Services.
- (f) you will provide us and our Personnel with sufficient access, free from harm or risk to health or safety, to any relevant premises (including any facilities at the premises), to enable us to provide the Goods and Services, including at the dates and times that we may reasonably request; and
- (g) you are responsible for obtaining, and providing to us if necessary, any access, consents, licences, approvals, and permissions from other parties necessary for the Goods and Services to be provided, at your cost.

5. YOUR STATUTORY RIGHTS

5.1 Certain legislation, including the Australian Consumer Law (ACL) in the Competition and Consumer Act 2010 and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the Goods and Services which cannot be excluded, restricted or modified (Statutory Rights). Nothing in this Agreement excludes your Statutory Rights as a consumer under the ACL.

5.2 You agree that our Liability for the Goods and Services is governed solely by the ACL and this Agreement.

5.3 Subject to your Statutory Rights, we exclude all express and implied warranties, representations and guarantees of any kind (whether under statute, law, equity or on any other basis) and all materials, work, goods and services (including the Goods and Services) are provided to you without warranties, representations and guarantees of any kind.

6. DELIVERY, TITLE AND RISK

6.1 If this Agreement states that:

- (a) we are responsible for delivering the Goods to you, we will use reasonable endeavours to deliver the Goods to the premises by the delivery time, as notified by us to you; or
 - (b) you are responsible for collecting the Goods from us, we will use reasonable endeavours to make available the Goods, and you agree to collect the Goods, at the collection location by the collection time, as notified by us to you. You agree to comply with any policies and procedures which apply at the relevant collection location.
- 6.2 Title in the Goods will remain with us until all amounts due and payable to us under this Agreement are paid in full. Risk in the Goods will pass to you on delivery of the Goods to you or collection of the Goods by you (as applicable).
- 6.3 You agree that we hold a general lien over any Goods owned by us that are in your possession, for the satisfactory performance of your obligations under this Agreement. You agree that this Agreement and your obligations under this Agreement create a registrable security interest in favour of us, and you consent to the security interest (and any other registrable interest created in connection with this Agreement) being registered on any relevant securities register (and you must do all things to enable us to do so).

7. TERM AND TERMINATION

- 7.1 This Agreement will commence on the Start Date, and will continue until the End Date, unless terminated earlier in accordance with its terms.
- 7.2 Either Party may terminate this Agreement if the other Party breaches a material term of this Agreement, and that breach has not been remedied within 10 business days of being notified by the relevant Party.
- 7.3 On termination or expiry of this Agreement, you agree that:
- any amounts paid for Goods and Services rendered by us are non-refundable.
 - you agree to pay us all amounts due and payable to us under this Agreement (including for all Goods and Services provided by us) up to the date of termination, as a debt immediately due and payable; and
 - you agree to return or give us access to recover all property belonging to us on request (including any Intellectual Property or Confidential Information), and to give us or our Personnel such rights of access necessary to exercise our rights under this clause.
- 7.4 The accrued rights, obligations and remedies of the Parties are not affected by termination of this Agreement.
- 7.5 0% of the remaining agreement to be paid by the client if agreement is terminated prior to the expiry of the agreement.

8. LIABILITY, INDEMNITY AND EXCLUSIONS

- 8.1 **Exclusions:** Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by (whether directly or indirectly):
- acts or omissions of you or your Personnel (including any works, goods or services provided by you or your Personnel).
 - your, or your Personnel's, breach of this Agreement, any law or third-party rights
 - any information, documentation, specifications or directions given by you or your Personnel; and
 - any event or circumstance beyond our reasonable control.
- 8.2 **Indemnity:** Despite anything to the contrary, to the maximum extent permitted by law, you are liable for, and agree to make good, indemnify us and hold us harmless in respect of, any Liability that we may suffer, incur or otherwise become liable for, arising from or in connection with:
- acts or omissions of you or your Personnel; or
 - any information, documentation, specifications or directions given by you or your Personnel.
- 8.3 **Limitation of liability:** Despite anything to the contrary, to the maximum extent permitted by law:
- we will not be liable for any Consequential Loss; and
 - our maximum aggregate Liability in relation to the provision of the Goods and Services or this Agreement will be limited to us resupplying the Goods and Services to you or, in our sole discretion, to us repaying you the amount of the Price paid by you to us in respect of the provision of the relevant Goods and Services to which the Liability relates.

9. INTELLECTUAL PROPERTY

- 9.1 As between the Parties, all Intellectual Property Rights developed, adapted, modified or created by or on behalf of us or our Personnel in connection with this Agreement or the provision of the Goods and Services, will at all times vest, or remain vested, in us.
- 9.2 You agree that we own all Intellectual Property Rights in all Intellectual Property owned, licensed or developed by or on behalf of us or our Personnel before the Start Date and/or developed by us or our Personnel independently of this Agreement and nothing in this Agreement constitutes a transfer or assignment of any of our Intellectual Property Rights unless expressly stated.

10. CONFIDENTIALITY

- 10.1 Subject to clause 10.2, you must (and must ensure that your Personnel do) keep confidential, and not use or permit any unauthorised use of, all Confidential Information.
- 10.2 Clause 10.1 does not apply where the disclosure is required by law or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with this Agreement and provided that you ensure the adviser complies with the terms of clause 10.1.

11. GENERAL

- 11.1 **Disputes:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (Dispute) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the law society of the State to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- 11.2 **Governing law:** This Agreement is governed by the laws of the State. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in the State and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 11.3 **GST:** If and when applicable, GST payable on the Price will be set out in our invoice. You agree to pay the GST amount at the same time as you pay the Price.
- 11.4 **Notices:** Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 11.5 **Severance:** If any provision (or part of it) under this Agreement is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under this Agreement cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from this Agreement and the remaining provisions (and remaining part of the provision) of this Agreement is valid and enforceable.
- 11.6 **Survival:** Clauses 3, 5, 6.3, 7.3, 8, 9, 10 and 11 will survive the termination or expiry of this Agreement.

12. INTERPRETATION & DEFINITIONS

- 12.1 Any reference to "Goods and Services" may mean "Goods and/or Services", as the case may be.
- 12.2 In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in the Schedule, within these terms and conditions, and:

Confidential Information includes information which:

- is disclosed to you in connection with this Agreement at any time.
- is prepared or produced under or in connection with this Agreement at any time.
- relates to our business, assets or affairs; or
- relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement, whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever you receive that information.



Consequential Loss includes any consequential, special or indirect loss, damage or expense including any real or anticipated loss of revenue, loss of profit, loss of use, loss of occupation, loss of benefit, loss of financial opportunity, or economic loss whether arising out of a breach of this Agreement, at law, under any statute, in equity, or in tort (including negligence).

Intellectual Property means any copyright, registered or unregistered design, patent or trademark rights, domain names, know-how, inventions, processes, trade secrets or Confidential Information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

Intellectual Property Rights means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party, a Party or otherwise.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents.

Schedule means the schedule to which this Agreement is attached.

EXECUTION for and on behalf of
ELEPHANTS FOOT SERVICE & CARE PTY LTD
ABN 33 611 438 576
by a duly authorised representative:

NAME:

SIGNATURE:

DATE:

EXECUTED for and on behalf of by a duly authorised
representative

NAME: Khang Trinh

SIGNATURE:

DATE: 23/10/2025

Please return this agreement to Elephants Foot Equipment Sales & Service either by fax to (02) 9707 2588 or email customercare@elephantsfoot.com.au