



## STANDARD MAINTENANCE AGREEMENT No. B3746

This Agreement dated 4<sup>th</sup> July 2018, is made between:

**APN FUNDS MANAGEMENT LIMITED**  
C/O-Burgess Rawson  
Level 7, 140 Bourke Street  
Melbourne VIC 3000

ABN 60 080 674 479

(Here in after called "OWNER")

and

**United Lift Services Pty Limited**  
P. O. BOX 280  
KEW VIC 3101

ABN 81 082 447 658

(Here in after called "United")

For the following installation:

One (1) Passenger Lift and Two (2) Travelators

(Here in after called "Equipment")

Located at: 153-157 Elizabeth Street, Coburg

1. The Equipment will be regularly inspected and maintained according to the conditions of this Agreement for which the OWNER agrees to pay **United** the Quarterly sum of:

**\$3000.00 + GST**

Payable in advance, upon invoice at the beginning of each quarter. (overdue payments will incur interest at the prevailing commercial bank overdraft rate, calculated on the day the interest is charged)

The quarterly charges are exclusive of any Government taxes, GST or charges which may be imposed in respect of this Agreement of the services. Such taxes or charges shall be paid by the "OWNER"

Start of Agreement	Period of Agreement	Date of Expiry
20 <sup>th</sup> September 2018	1 Year	19 <sup>th</sup> September 2021

Unless terminated as per conditions under Clause 11, this Agreement shall be renewed automatically for successive periods of 12 months or as mutually agreed.

For The "OWNER"

For "United"

By: .....

PHILLIP HARRISON

By: .....

Caroline Wallbank

Title: .....

PROPERTY MAN

Title: .....

Service Account Manager

Witness: .....

Pat Kuan

Witness: .....

Pat Kuan

Date: .....

5/7/18

Date: .....

4.7.2018

2. **United** shall unless otherwise herein stated:-

- a) Provide suitably trained and supervised technicians to service and maintain the lift installation as often as is necessary to maintain the Equipment in a proper condition.
  - b) Provide service attendance at the Premises at times agreed upon by the **OWNER** and **United**, provided that **United** technicians shall not be obliged to attend to the Equipment outside **United** normal working hours (8.00 am to 4.30 pm on weekdays) or during statutory or award public holidays.
  - c) Ensure that the standard of service provided is such that both frequency and duration of breakdowns and emergency shutdowns are kept to a minimum.
  - d) Examine and lubricate regularly as required all parts of the Equipment which need such attention.
  - e) Inspect the Equipment for worn, burnt, broken or otherwise unserviceable components and report to the **OWNER** for replacement.
  - f) Keep in a clean and tidy condition
  - g) Without limiting any other provision hereof, perform periodic safety inspections as are required by statute or regulations in existence at the date hereof and either cause any new legal requirements in respect of the Equipment to be complied with or at least advise the **OWNER** of any new requirements.
3. **United** shall attend to all stoppages and malfunctions as expeditiously as is reasonably practicable having regards to the stoppage or malfunction after the receipt of calls reported by or for the **OWNER** at any time (day or night) and such attendance during normal working hours shall be without any charge to the **OWNER**, when such stoppage or malfunction arises in the course of the Equipment being operated normally and in a correct manner by or for the **OWNER**. **United** reserves the right to charge the **OWNER** for nuisance calls and calls which are the result of negligence or misuse of the Equipment, or are required by reason of any cause beyond **United's** control. Attendance to calls outside normal working hours shall be charged separately to the **OWNER**
4. **United** shall not, unless specifically instructed in writing by and at the expense of the **OWNER** :-
- a) Repair, replace, make good, amend or renew any broken, damaged, worn or otherwise defective or malfunctioning portion of the Equipment, or of any part of the Equipment requiring remedial action due to changes in the usage or structure of, or in the electrical supply to the Premises
  - b) Attend at and/or carry out inspections and/or tests required by statutory authorities or others, and carry out repairs to, or replacement of, any portion of the Equip resulting from such inspections or tests
5. The **OWNER** shall allow **United's** servants and agents full, free and unhindered access to the Equipment for the due performance of this Agreement, provided that persons entering the Premises pursuant to this Clause for the purpose of this Agreement shall comply with any reasonable directions of the **OWNER** relating to access to the Premises, or to part thereof and shall minimise disruption to the occupants of the building and their invites as far as is reasonably practicable.
6. **United** shall not be required under this Agreement, except at the expense of the **OWNER**, to carry out alterations or additions to the Equipment which may be required by any authority or by the introduction of new or variations to the existing regulations, Codes or By-Laws.
7. **United** shall not be liable for any loss, damage or delays caused by embargoes, Acts of Government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, act of terrorism, earthquake, malicious mischief or Act of God or any other cause beyond the control of **United** (but not including industrial action by employees of **United**) and in no event shall **United** be held responsible for loss of profits or any other form of consequential economic loss or damage therefrom. **United** does not assume or accept possession or management of any part of the Equipment.
8. If in the sole opinion of **United** it is necessary to effect any essential repairs or replacement which relate to the safety of the installation which are not **United's** obligations hereunder. **United** shall notify the **OWNER** of the need to carry out such additional repairs or replacements and request the **OWNER's** approval to carry out such repairs or replacements at the **OWNER's** expense. If the **OWNER** shall fail to give this authority within seven (7) days of such request, **United** shall at their option be entitled to :-
- i) Terminate this Agreement by written notice to the **OWNER**, or
  - ii) Suspend maintenance of the installation and advise the respective statutory authority, provided that if **United** suspends such maintenance the **OWNER** may terminate this Agreement by written notice to **United**.
9. Nothing in this Agreement shall be construed as an undertaking warranty or guarantee by **United** that they are or will at any time hereafter be able to supply any materials or component parts that are obsolete.
10. The **OWNER** undertakes to pay all government or other official fees or charges payable under the provisions of any law for the use or operation of the installation.

11. Subject to the following, this Agreement shall continue in force for the period stated in Clause 1 (unless extended by mutual agreement),
- a) Either party may terminate this Agreement at the end of the initial term or at the end of any subsequent one (1) year period by giving to the other party at least ninety (90) days prior written notice.
  - b) **United** shall be entitled to terminate this Agreement forthwith by notice in writing to the **OWNER** upon or at any time after the happening of any of the following events and **United**'s liability thereunder shall therefore cease:-
    - i) If the **OWNER** defaults in the payment of any payments due under this Agreement and such default continues for thirty (30) days from becoming due; or
    - ii) If the **OWNER** is in breach of any of its obligations under this Agreement and has failed to remedy such breach within thirty (30) days from notice expressed in writing from **United** to be given pursuant to this Clause, specifying the breach and requiring the same to be remedied within that period; or
    - iii) If a receiver or a receiver manager of any part of the assets of the **OWNER** is appointed or if any act or event occurs which would be a ground for the winding-up of the **OWNER** by the court, or if a resolution is proposed or passed or a petition is presented for the winding-up of the **OWNER** or if the **OWNER** is placed under official management
  - c) The **OWNER** shall be entitled to terminate the Agreement forthwith by notice in writing to **United** in any of the following events and **United** responsibilities and entitlements under this Agreement shall cease forthwith :-
    - i) If **United** is in breach of any of its obligations under this Agreement and has failed to remedy such breach within thirty (30) days from notice in writing from the **OWNER**, expressed to be pursuant to this Clause, specifying the breach and requiring the same to be remedied within that period; or
    - ii) If a receiver or a receiver manager of any part of the assets of **United** is appointed, or if any act or event occurs which would be a ground for the winding-up of **United** by the court, or if a resolution is proposed or passed or a petition is presented for the winding-up of **United** or if **United** is placed under official management; or
    - iii) If the **OWNER** has permanently closed down the Equipment after giving **United** ninety (90) days prior written notice.
  - d) The **OWNER** shall be entitled to suspend this Agreement where the building is vacated and the **OWNER** enters into an interim caretaker maintenance agreement with **United** for such a period as the building is vacated.
  - e) In the event of the **OWNER** selling the Premises to any other person, firm or company the **OWNER** may terminate this Agreement at the expiry date of ninety days from giving **United** notice in writing of such sale and the **OWNER**'s intention to so terminate PROVIDED THAT the sale or otherwise parting of the Premises is not a subsidiary company or corporation deemed to be related to the **OWNER** within the meaning of the Companies Code or Act in force at the time.
12. This Agreement shall not in any sense, assume or be deemed to assume liabilities other than those specifically stated herein nor shall it be construed as a guarantee of safety. In the event of death or injury to any person or damage to property arising from the use of the Equipment, immediate notice shall be given to **United** by the **OWNER** provided that in no circumstances shall **United** incur any liability in respect thereof unless **United** has acted negligently and the **OWNER** indemnifies **United** in respect of any claim made against it arising from any such event other than in the case of negligence on the part of **United**.
13. This Agreement shall not be assigned without the written agreement of both parties.
14. All **United** personnel are insured in accordance with the Statutory requirements of Workers Compensation Insurance. General Liability Insurance is held by **United** to the value of \$ 20,000,000-00
15. **Special Conditions:**

