



COMPREHENSIVE MAINTENANCE AGREEMENT No. 3065

This Contract dated 3rd August 2018 is made between:

Owners Corporation PS414284A
c/o- Excel Strata Managers
Suite 12, 14 Albert Street
Blackburn VIC 3130

(Here in after called "OWNER")

and

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

ABN 81 082 447 658

(Here in after called "United")

For the following installation:

One (1) Passenger Lifts

(Here in after called "Equipment")

Located at: Cnr 5 Everage Street & 26-28 Hall St, Moonee Ponds

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

\$ 1,075.00 +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"

If your ACCOUNTS Department requires an ORDER before paying our quarterly invoices; PLEASE INSURE that our ACCOUNTS Department receives your ORDER prior to the end of each quarter.

Start of Contract	Period of Contract	Date of Expiry
1 st August 2018	3 Years	31 st July 2021

Undermined as per conditions under Clause 14, this Contract shall be renewed automatically for successive periods of 12 months or as mutually agreed.

This Contract is made out in duplicate with One Copy remaining with the "OWNER" and the other Copy remaining with "United"

For The "OWNER"

Sylvia Tsigonakis
By:
Title: Strata Manager

Witness: *Alan*

Date: 6/8/2018

For "United"

Carolyll
By:
Title: Service Account Manager

Witness: *[Signature]*

Date: 3-08-2018

Trading as **UNITED LIFT SERVICES PTY LTD** - A.C.N. 082447658 - ABN 81082447658

Registered Office: 3 / 260 Hyde Street, Yarraville - 3013

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SIGNED AS AUTHORISED AGENTS
OF THIS OWNERS CORPORATION

- c) carry out inspections, tests and/or repairs (except pursuant to Clause 3 hereof) outside normal working hours.

Provided That, where the **OWNER** request work covered by this contract to be carried out outside **United's** normal working hours (with the exception of that referred to in Clause 3 hereof) **United** shall be entitled to the difference between ordinary and overtime rates, and further provided that, where the **OWNER** requests **United** to undertake any work which is excluded from this contract, **United** shall not commence work until the parties hereto mutually agree to the cost of such work and the time and method of payment.

5. Exclusions from Comprehensive Service

United SHALL NOT BE responsible for the maintenance of:

- a) Electric light and power mains and switchgear on the supply side of the subject Equipment main circuit breaker
- b) Enclosure of lift wells (including internal surfaces, ledges, beams and sills thereof) motor and sheave rooms, access doors, windows, locks thereto, etc..
- c) Motor or machine room ventilation, fire fighting equipment, etc..
- d) Lift pit sump pumps or other Equipment installed so as to remove water from lift pits or machinery areas.
- e) Fusion of electric motors
- f) Landing door panels or frames architraves, transoms and sills;
- g) Car superstructures and material on the internal surfaces thereof and including floor to floor coverings, door panels, plenum chambers, light diffusers, removable ceiling and panels, handrails and other architectural features and accessories.
- h) Light, globes/tubes and fittings for the lighting of lift cars, escalators and moving walks, balustrades, lift wells, pits and machinery enclosures.
- i) Telephone, piped music, communication, audio/video and security equipment also any wiring thereto external to the lift well, machine or sheave rooms.
- j) Caissons, cylinders, and buried piping on hydraulic lifts, other than normal wearing parts and seals.
- k) Balustrades, handrails, skirtings, step chains, decking and other panels or floor plates of escalators and moving walks.
- l) Faceplates of lift car, enclosure or other push button and indicator panels.
- m) Any additions, alterations or amendments to any of the Equipment undertaken after the date of execution of this contract which is not supplied and installed by **United**.

Any faults noted during our inspection relating to the above, will immediately be communicated to the **OWNER** or his representative.

6. Except where consented to by **United** in writing, which consent shall not be unreasonably withheld, the **OWNER** shall not allow another person, firm or corporation to carry out service or maintenance of the Equipment or the repair, replacement, renewal, alteration thereof of any part thereof during the term of this agreement. In the event of a breach of this Clause by the **OWNER**, this Contract may at the option of **United** be terminated and **United** shall incur no further liability or obligation hereunder.
7. The **OWNER** shall allow **United's** servants and agents full, free and unhindered access to the Equipment for the due performance of this Contract, provided that persons entering the Premises pursuant to this Clause for the purpose of this Contract 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.
8. **United** shall not be required under this contract, 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.
9. **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

- 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 Contract 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.
15. This Contract 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**.
16. The **OWNER** will be responsible for any costs/fees incurred by **United** for the registration and/or particular and specific induction required by the **OWNER** or his agents or representative. Such fees paid by **United** will be invoiced to the **OWNER** with the regular maintenance charges.
17. This Contract can be assigned without the written agreement of either parties.
18. 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
19. **Special Conditions:**
- NIL