



COMPREHENSIVE MAINTENANCE AGREEMENT No. A 3073

This Contract dated 26th May 2009, is made between:

Rydges On Bell
215 Bell Street
Preston VIC 3188

(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:

Seven Passenger Lifts

(Here in after called "Equipment")

Located at: 215 Bell Street, Preston

- 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:

\$ 7,660-00

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 Contract	Period of Contract	Date of Expiry
1 st September 2009	5 YEARS	31 st August 2014

Unless terminated 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"

By: GEORGE Emmanuel

Title: Maintenance Manager

Witness: [Signature]

Date: 01/09/09

For "United"

By: [Signature]

Title: Director

Witness: [Signature]

Date: 01/09/09

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 except for the purpose of Clause 3 hereof (stoppages and malfunctions), **United** technicians shall not be obliged to attend to the Equipment outside **United** normal working hours (8.00 am to 5.00 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.
- f) Repair, amend, adjust, replace or renew, as appropriate all parts of the Equipment when such is the result of fair wear and tear and provided the Equipment has been operated in a correct manner by or for the **OWNER**.
- f) Keep in a clean and tidy condition:
 - i) Equipment in machine room and secondary floor
 - ii) Internal surfaces of the lift well enclosure including ledges and beams
 - iii) Lift pits

Other than accumulated rubbish originating from outside such areas.

- 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.
- h) Stock such spare parts as are considered reasonably necessary for the adequate performance of this contract.
- i) Report to the **OWNER** whenever it may be necessary to shut down the Equipment to allow **United** to perform any extensive work necessary.

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 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**. If the attendance is required outside **United**'s normal working hours, only such adjustment and minor temporary repairs will be effected as can be carried out by the attending **United** employees, and other work will be carried out during **United**'s normal working hours on the next business day. When the reported nature of a stoppage or malfunction is not detrimental to the safety of persons nor of any significant effect on the service provided by the Equipment, then attendance to the same shall be carried out during the next visit to the Premises pursuant to Clause 2 hereof (routine maintenance). The **OWNER** undertakes to immediately inform **United** of any Equipment malfunction as soon as the **OWNER**, its servants and agents has either constructive or actual knowledge of such malfunction.

3a. **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.

4. **United** shall not, unless specifically instructed in writing by and at the expense of the **OWNER** :-

- a) Subject to due compliance by **United** with its obligation to Clause 2 and without limiting Clause 2, carry out statutory safety tests, install new attachments, carry out structural or other alterations or make any replacements with parts of a different design where such test or works become necessary as a result of:
 - 1) directions from the **OWNER**'s insurers
 - 2) new or amending legislation
 - 3) new directions from statutory authorities; or
- b) carry out repairs, renewals or replacements necessitated by negligence, abnormal operation, misuse, abuse of, or act of vandalism to the Equipment by others, or by any cause beyond the control of **United** except for ordinary wear and tear; or

- 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, 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.

10. 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 contract 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 Contract by written notice to **United**.
11. Nothing in this Contract 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 to service maintain or repair the installation beyond the actual term of this Agreement. **United** will supply such materials and component parts only so far as they are available and necessary for the performance of their obligations.
12. 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.
13. **United** shall be at liberty to annually adjust the contract sum in accordance with Consumer Price Index all groups weighted average for Melbourne, Victoria as published by the Australian Bureau of Statistics. The index as at the time of this agreement is 166.0.
14. Subject to the following, this Contract shall continue in force for the period stated in Clause 1 (unless extended by mutual agreement), provided that if the **OWNER** replaces the Equipment with new machinery this contract may be terminated by either party upon notice in writings to the other party as from the date of the removal of the existing Equipment.
- a) Either party may terminate this Contract 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 Contract 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 Contract 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 Contract 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; or
 - iv) If in the opinion of **United**, the Equipment is or has been subjected to misuse.
 - c) The **OWNER** shall be entitled to terminate the Contract forthwith by notice in writing to **United** in any of the following events and **United** responsibilities and entitlements under this Contract shall cease forthwith :-
 - i) If **United** is in breach of any of its obligations under this Contract 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 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. This Contract shall not be assigned without the written agreement of both parties.
17. 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
18. **Special Conditions:**