

**Standard Lift Maintenance Agreement
Between to Owner
(herein referred to as the “Owner”)
and
LIFTsales Pty Ltd
(herein referred to as “Supplier”)**

24 Parkers Rd
Parkdale Vic 3195.
ABN: 89 128 695 401
Ph: (03) 9580 6202
Mobile: 0433 676 805
Fax: (03) 9580 7506
info@liftsales.com.au
www.liftsales.com.au

Owner: **Name**.....
 Address.....

 City.....
 State:.....
 Post Code.....
 Ph:.....
 Fax:.....
 Mobile:.....
 Email:.....

Supplier **LIFTsales Pty Ltd**
 24 Parkers Road
 Parkdale
 Victoria
 3195

This Lift Maintenance Agreement is for:

.....
Number and Type of Lifts to be contracted under this agreement

Comprising of all equipment and fixtures including but not exclusive to electrical and mechanical components including the wiring with the exception of those parts specified as exclusions in Clause 6 hereof, hereinafter referred to as the "Equipment".

Installed on the site of:.....

Located at:.....
.....
.....

(hereinafter referred to as the "Premises")

1. Routine Maintenance

The Supplier will regularly:

- Adjust and lubricate all parts of the Equipment as required.
- Examine periodically all safety devices and governors and conduct an annual safety check.
- The annual safety check will be documented in a LIFT SALES report and forwarded to the Owner for reference.
- Provide trained technicians to perform all service and maintenance functions.

2. Routine maintenance visits

The Supplier will provide..... routine maintenance site visits over a (12) month period commencing from the commencement date of this agreement.

This action will ensure compliance to the Australian Standard AS1735.16 – 1993 Appendix "A" calling for regular programmed maintenance of all lifts installed in Australia.

Each visit will be coordinated between the Supplier and the Owner to ensure timing is suitable. All routine maintenance visits will be during normal business hours between 7.30am and 4.00pm, Monday to Friday. Public Holidays are not included in "normal business hours"

3. Stoppages and/or Faults

The Supplier will attend to all stoppages or faults reported to the Supplier by the Owner during normal business hours. Each call out will be charged at \$..... per hour + GST with a minimum of (2) hours for each visit. This rate is inclusive of travel time. Any identified fault shall be reported to the Supplier within (24) twenty-four hours to ensure all safety levels are maintained.

If attendance is required outside normal business hours an hourly rate of \$..... plus GST will apply with a minimum of (3) two hours for each call out. This hourly rate is inclusive of travel time.

4. Maintenance options and variations

The Supplier will not unless requested in writing by the Owner and agreed by the Owner to pay the extra cost:

- conduct statutory safety check (other than specified in clause 2 hereof). Install new accessories, carry out structural or other modifications including the replacement of parts with a variable design after the commencement of this agreement that may become necessary as a result of the direction from a statutory authority or the Owners insurer or as the result of new or amending legislation; or
- carry out repairs, refurbishments or replacements subject to any cause outside the control of the Supplier with the exception of normal wear and tear; or
- conduct repairs, tests or inspections (other than specified in Clause 3 hereof) outside normal business hours.
- where the Owner requests work covered by this agreement to be conducted outside normal business hours (other than specified in Clause 3 hereof) The Supplier will be entitled to the difference between ordinary and overtime rates. Furthermore where the Owner requests the Supplier to undertake work that is excluded from this agreement the Supplier will not commence that work until both parties mutually agree to the cost of that work and the method of payment that will apply.

5. Notification of additional maintenance

The Owner and the Supplier shall have the responsibility to notify the other party immediately if either party is aware of any event or circumstance that may adversely or be likely to adversely affect the safe and correct operation of the Equipment.

6. Not included in this Agreement

The Supplier will not be responsible for the maintenance of:

- i. Light and power mains plus the switch gear on the supply side of the lift main circuit breaker.
- ii. Structural enclosures of the lift well including internal surfaces, ledges, beams and sills plus the machine room.
- iii. Motor or machine room ventilation equipment unless included by way of addendum to this agreement.
- iv. Lift pits, sump pumps, siphons or other equipment installed in order to remove water from the lift pits or machine rooms.
- v. Finishes to landing door panels or gates, frames, architraves, transoms and sills.
- vi. The lift car superstructure and materials on the internal surfaces plus the floor coverings, door panels or gates, plenum chamber, light diffusers, car lighting, ceilings and wall panels, handrails and any architectural features distinct from necessary features or accessories.
- vii. Light fittings including their globes or tubes for the lighting of motor rooms or machinery enclosures.
- viii. Telecommunication, audio and security equipment including the wiring to these systems plus the wiring external to the lift well or the machinery enclosure unless included in a separate addendum to this agreement.
- ix. Caissons, cylinders and buried piping on any hydraulic lift, other than wearing parts and seals where ready access is practicable.
- x. The finish on any fascia plate or enclosure or push button and/or indication panel.
- xi. Any lift equipment that is maliciously damaged, vandalized or abused.

7. Lift equipment not included by this Agreement

The Supplier will not supply any of the following materials or components unless agreed through prior arrangement with the Owner to pay the extra costs applicable including the cost of labour to fit the nominated component.

- Machine, Motor
- Generator & Gear Box
- Controller
- Wire Ropes
- Car & Counterweight Shoes or Rollers
- Worm Gears
- Thrust Bearings
- Brake Magnet
- Coils or Brake Motors
- Brake Shoes
- Brushes and Windings,
- Landing and Car Push Buttons,
- Commutators,
- Rotating Elements
- Conduits
- Coils and Motor Circuits
- Magnet Frames
- Lift Cars and Counterweights
- Landing Entrance Equipment
- Pit Buffers
- Rails and Brackets
- Power Door Actuators
- Car Entrance Equipment
- All other Mechanical Parts

8.Limitations on the Owner

The Owner will not initiate or permit any repair, alteration, replacement or interference with the Equipment, or any part thereof or any of the specified items detailed in Clause 6 by any person other than an identifiable employee of the Supplier or an authorized sub-contractor nominated by the Supplier.

9. Access by other trades

At the request of the Owner the Supplier will arrange access for other trades to the lift wells, lift pits and machinery rooms. No additional charge will apply for this service provided access is coordinated at the time the Supplier is in attendance at the Premises for a routine maintenance visit.

10. Authorized access to the Premises & Equipment

The Owner will permit the Supplier and its employees and subcontractors access to the Equipment, landings, lobbies and motor rooms associated herewith for the purpose of fulfilling the Suppliers obligations under this agreement.

11. Limitation of liability

11.1 The Supplier and the Owner agree that the Supplier's liability for any loss, damage or breach arising from any act, default or omission by the Supplier or caused by or arising from the performance or provision of services under this agreement shall be limited in accordance with and subject to section 68A of the Trade practices Act (1974) to:

11.1.1 The supplying of services not supplied in accordance with this agreement; and

11.1.2 The replacement of goods or the supply of equivalent goods or to the payment of the cost of replacing or acquiring such goods in the case of breach of warranty or condition relating to goods;

11.2 The Owner and the Supplier agree that the Supplier shall not be liable or responsible for any defects or deficiencies in or failure by the Equipment to operate nor any defect or deficiency in the items specified in Clause 6 which shall be supplied and used by the Owner at his own risk.

11.3 The Supplier will not be liable for damages, financial loss or other consequential damages incurred by the Owner or any person claiming through or against the owner for any damages or loss including personal injury or death suffered by any person as a result of using or not being able to use the Equipment not due to the fault of the Supplier or resulting from any defect or deficiency in the Equipment or caused by any strike, lockout or other industrial action, fire, explosion, theft, flood, act of God, civil commotion or malicious damage or any other cause whatsoever which is beyond the control of the Supplier.

12. Notification of accidents

The Supplier and the Owner have the responsibility to notify the other party when either party is aware of a death or injury to any person or the damage to property arising from the use of the Equipment. Any event that may occur as defined shall be reported within (24) twenty four hours.

13. Term of the Agreement

The term of this agreement will be for (1) one year commencing..... and ending..... This term will automatically renew for an equivalent period unless (30) thirty days prior to the end of the current term either party notifies the other in writing that the agreement is not to be renewed.

14. Termination

This agreement may be terminated by either party giving to the other (30) thirty days written notice in accordance with this agreement.

15. Consequences of termination

Termination of this agreement by either party will not affect the rights and obligations of either party in respect to matters that may have occurred prior to such termination.

16. Costs to maintain the Equipment

With the Supplier agreeing to undertake the maintenance of the Equipment as set out in this agreement the Owner agrees to pay the Supplier the sum of \$..... + GST for the total of \$..... to be paid per calendar quarter in advance commencing from the date of execution of this agreement. This amount is calculated as \$..... + GST for the total of \$..... over a full year subject to any variation as detailed in Clause 17.

17. Cost variations

The Supplier reserves the right to review the price quoted to the Owner in this agreement at the time of renewal based on the variation that may exist in the hourly rate of a Lift Technician over the period on the agreement. The Supplier will give the Owner (30) thirty days notice in writing of any variation that may apply to the renewed agreement for the subsequent term.

18. Disputes

This agreement shall be subject to the laws of the State of Victoria.

19. Notices

Notices to be given pursuant to this agreement in writing shall be deemed given if sent by prepaid ordinary post to the other at the address appearing at the commencement of this agreement or by facsimile transmission or email to the other at the following addresses.

To the Owner at:

Fax:

Email:

To the Supplier at:

Fax: 03 9580 7506

Email: info@liftsales.com.au

Signed and Delivered on thisday of 20.....

Owner:.....

PRINT NAME

.....
SIGNATURE

.....
POSITION

Supplier: Liftsales Pty Ltd
24 Parkers Road
Parkdale Vic 3195

LIFTsales

.....
Service Manager