

Maintenance Service Agreement

Prelos Interceptor Tank & VeriComm® Control Panel

Between: Kyeema Wastewater Pty Ltd (hereinafter referred to as "Kyeema Wastewater")

And:

_____ (Home Owner Kyeema Subdivision) (hereinafter referred to as "Client")

And (where the Client is a company):

_____ (hereinafter referred to as "Guarantor")

For the On Lot Interceptor Tank Located at: _____

1.0 THIS AGREEMENT

This Agreement places your property on a roster for an **annual** visit to your site by a trained Wastewater Treatment System Service Technician. During this visit the Technician will perform tasks as per the manufacturer's recommendations.

2.0 WASTEWATER SYSTEM DESCRIPTION

On Lot Interceptor Tank fitted with an Orenco PDCPD Common Effluent Drain Pre-treatment (Prelos) and VeriComm® Control Panel

3.0 WORK TO BE INCLUDED

This Agreement covers the routine maintenance tasks as required by the manufacturer. It does not include any other work or repairs that may be required to the wastewater treatment system. Works included:

- Visually inspect tank for obvious faults
- Inspect and clean pump vault Biotube® screen
- Check sludge and scum levels in the tank
- Check operation and clean floats
- Check operation and clean pump
- Check operation of control panel
- De-sludge the interceptor tank when required after proper use in accordance with the Homeowners Manual

4.0 CLIENT OBLIGATIONS

- Follow all requirements of the Homeowners Manual (Copy attached)
- Maintain the grounds immediately surrounding the on lot tank
- Provide access to the on lot tank for service and maintenance
- Provide access to the VeriComm® control panel
- Reimburse Kyeema Wastewater for pumping out the on lot interceptor tank when it has not be used in accordance with the Homeowners Manual.
- Provide a 16amp single phase dedicated electricity circuit from the client's switchboard to the on lot interceptor tank site.
- Provide a plumbing Certificate of Compliance to Kyeema Wastewater for the sewage lines from the home to the Prelos Tank **before** Kyeema Wastewater will complete connection from the Prelos tank to the street sewer mains.

5.0 WORK NOT TO BE INCLUDED

- The cost of this Agreement covers only the service tasks listed above. Any additional work required to the on lot interceptor tank will be charged at Kyeema Wastewater's hourly rate plus parts and expenses; see below for rates.
- Where internal or major repairs require the removal and return of the equipment and the subsequent reinstallation, labour and travel expenses are not covered as part of this agreement.

6.0 ADDITIONAL WORK

If any additional work is required which is not included within the provisions of this agreement, which may include repair or replacement of parts used in the system, as determined by Kyeema Wastewater in its sole discretion, and if such repairs or replacements are not covered by manufacturers' warranties, then Kyeema Wastewater will:

(i) If the value of the works is less than \$350.00 inc GST:

Carry out the repairs and charge the client for parts and labour, and invoice the client as per charges below.

(ii) If the value of the works is more than \$350.00 inc GST:

Advise the client of the repairs required including estimated cost, before proceeding with the repairs. Client approval must be obtained before any repairs are carried out.

7.0 SERVICE FEE

The Annual Service Fee shall be \$350.00 inc GST to 30 June 2023 for the preventative maintenance/service. The Annual Service Fee includes travel to site, up to one hour on site and the annual monitoring fee for VeriComm® Alarm Management System.

The Annual Service Fee is required to be paid by 30 June for the following 12 months.

For any property that requires the Kyeema Wastewater technician to be on site longer than one hour a further charge of \$165 inc GST per hour (or part thereof) will apply.

The Annual Service Fee shall be adjusted every 12 months starting on 1 July of each year. The first adjustment shall take place from 1 July 2023. The Annual Service Fee will be adjusted following client notification. In the event that the client disagrees with the proposed adjustment, the Annual Service Fee will be increased by CPI + 5% of the Fee of the previous year.

Fixed rates for billing purposes are calculated using an average annual daily rate based on the number of days in the billing period.

This Agreement shall be for a period of 5 year(s) after the Effective Date, unless otherwise terminated or cancelled by either party as provided herein.

Both parties agree to make reasonable endeavours to renegotiate this Agreement for a further term of not less than five-year increments.

8.0 CALL OUTS

Should your system require urgent attention between scheduled visits, as a Service Agreement holder we will make every endeavour to attend to your site at the earliest possible time.

An indication of call out rates are shown below however, Kyeema Wastewater reserves the right to make changes to rates. The call out rates that will apply at the time of the call out will be advised to the Client prior to arriving on site to undertake any work.

9.0 Schedule of Rates for Charges / Call outs

Labour \$165 p/hr inc GST

Travel Time \$80 p/hr inc GST

Kyeema Wastewater mileage will be charged at - \$0.80 / km. Transport costs will be on charged to the Client.

Call Out Fee - Minimum labour charge for a call out of a serviceman or subcontractor shall be 1 hour. Technician defined as being directly employed by Kyeema Wastewater otherwise serviceman deemed to be a subcontractor.

10.0 GENERAL TERMS AND CONDITIONS

10.1 This Agreement will remain valid until terminated by 30 days' written notice to the other party.

10.2 Kyeema Wastewater will endeavour to contact you prior to performing a service. However if Kyeema Wastewater is unable to make contact and it is in the area, Kyeema Wastewater may carry out a service under this Agreement without notice. Under these circumstances no work will be performed that exceeds the contract price without prior consultation.

10.3 Invoicing will be direct to the Client and is payable within 10 days from receipt of invoice. Interest may be charged at 2% above the base lending rate of the National Australia Bank for a variable home loan per month if the account is not paid on time. The Client agrees to pay any charges Kyeema Wastewater incurs in relation to debt recovery of said account.

10.4 The Client agrees that Kyeema Wastewater Pty Ltd may forward copies of Service Agreements to the Yass Valley Council in respect of this Agreement as required.

10.5 A local agent may be engaged for the purposes of undertaking service duties, as required by this agreement.

10.6 The Annual Service Fee is subject to an annual review and may be adjusted periodically.

10.7 Kyeema Wastewater will not be responsible for damages resulting from accidents and/or delays that are reasonable, unavoidable or beyond its control. The Client and the Guarantor jointly and severally indemnify Kyeema Wastewater and keep Kyeema Wastewater indemnified against any loss or damage that arises out of this Agreement to the extent that such loss and damage is a consequence of a default by the Client under the terms of this Agreement or a breach by the Client of this Agreement. This indemnity includes any legal fees and expenses Kyeema Wastewater incurs in order to enforce its rights on a full indemnity basis.

10.8 The Client will be responsible for any charges incurred outside of the scope of the "work to be included". Where a charge is incurred, and the Client believes the charge is due in part to failure of another contractor, the Client will not withhold payment for works completed by Kyeema Wastewater. The Client will seek remedy of their own accord with the perceived liable party.

10.9 Kyeema Wastewater will not be responsible for any direct or indirect damages arising from failure of system and/or equipment, but undertakes, under the terms and conditions outlined in this agreement, to do such overhauling and adjusting as may from time to time be necessary as indicated by the regular inspections or at the request of the Client.

10.10 Complaints and disputes will be addressed in accordance with Kyeema Wastewater's *Complaints Handling & Disputes Resolution Policy and Procedure*.

10.11 Kyeema Wastewater has developed a procedure for debt recovery to assist clients who may be facing financial hardship or other factors beyond the Client's control.

Clients are encouraged to contact Kyeema Wastewater when they believe that they will have trouble paying their bill on time. Kyeema Wastewater will offer the client a plan to settle the debt and recommence normal payment terms within a specific period.

Kyeema Wastewater's commitment in debt recovery include:

- Treating clients fairly and in an equitable manner;
- Providing information to clients in regard to debt recovery requirements; and
- Settling aside debts that are in dispute, including holding any late payment fees for the duration of the investigation and notification of the outcomes to the client.

10.12 The Guarantor unconditionally and irrevocably guarantees payment to Kyeema Wastewater of any and all monies payable to Kyeema Wastewater by the Client. If the Client does not pay those monies (or part thereof) on time and in accordance with this Agreement then the Guarantor agrees to pay those monies to Kyeema Wastewater on demand from Kyeema Wastewater. A demand may be made at any time, and whether or not Kyeema Wastewater has made demand on the Client.

10.13 The Guarantor unconditionally and irrevocably guarantees the due observance and performance of all obligations of the Client under this Agreement. If the Client does not fully observe and perform all of its obligations then the Guarantor agrees to observe and perform those obligations on demand from Kyeema Wastewater. A demand may be made at any time, and whether or not Kyeema Wastewater has made demand on the Client.

10.14 The Guarantor indemnifies Kyeema Wastewater against any liability or loss arising, and any costs it suffers or incurs, if the Client does not, or is unable to, pay the any monies owed to Kyeema Wastewater, and/or if the Client does not, or is unable to, perform or observe any of its obligations under this Agreement. The Guarantor agrees to pay amounts due under this indemnity on demand from Kyeema Wastewater.

10.15 The Client and the Guarantor jointly and severally charge in favour of Kyeema Wastewater all of its estate and interest in any real property or leasehold property (whether identified as part of this Agreement or otherwise, whether held in its own right or as capacity as trustee), the Client or the Guarantor own at present and in the future with the amount of its indebtedness hereunder until discharged.

10.16 The Client and the Guarantor expressly acknowledge and agree that Kyeema Wastewater can lodge a caveat over any real property or leasehold property of the Client or the Guarantor, whether held in its own right or as capacity as trustee, as security to ensure the Client complies with its obligations under this Agreement.

10.17 Homeowner to advise Kyeema Wastewater when change of ownership occurs. Homeowner is responsible for all costs associated with the sewage until Kyeema Wastewater has been advised of change in ownership

SIGNED: _____ Director of Kyeema Wastewater Pty Ltd

Date: _____

ACCEPTED: _____ CLIENT

Date: _____

ACCEPTED: _____ GUARANTOR (Where Client is a Company)

Date: _____

EFFECTIVE DATE: _____ (Refer Clause 7)

Date: _____

Client Details: _____

Postal Address: _____

Home Phone: _____

Work Phone: _____

Mobile Phone: _____

Email Address: _____

Kyeema Lot Number: _____

Kyeema Street Address: _____

Kyeema Wastewater Pty Ltd Phone number: _____

Date Interceptor Tank Commissioned: _____

VCOM RTU Identifier: _____