

SERVICE SCHEDULE STRATEGIC MAINTENANCE & COMPLIANCE SERVICES



1. Parties

This Agreement is between Foreman-Sheean Electrical & Communications Pty Ltd (ACN 631 940 399), a wholly owned subsidiary of Fuuzio Group Pty Ltd, its successors and assignees of Level 10, 12 Creek St, Brisbane City, QLD 4000 (referred to as “we”, “us”, “our”) and you, the person, organisation or entity that is a signatory to this Agreement, or, in the event that this Agreement is in force in its unexecuted form, is described on the service order or other documentation that refers to this Agreement (referred to as “you”) each a “Party” and collectively the “Parties”.

2. Background and Precedence

- (a) The Parties have agreed to enter into an agreement in relation to the provision of Strategic Maintenance and Compliance Services.
- (b) It has been agreed that each individual Service provided by us to you will be separately provided under the provisions of this Agreement.
- (c) The Parties agree that the whole Agreement will comprise several documents:
 - (i) The Fuuzio Group Master Service & Supply Agreement (which is available on our website <http://www.fuuzio.com.au/terms>); and
 - (ii) This Service Schedule; and
 - (iii) one or more Referenced Documents
- (b) The Parties agree that these documents are to be considered in a strict order of precedence and should a conflict between two or more documents arise, the document with the highest precedence shall prevail.
- (c) The documents will be interpreted with the following order of precedence:
 - (i) Master Service & Supply Agreement (Lowest Precedence);
 - (ii) Service Schedules;

- (iii) Referenced Documents (Highest Precedence)

- (d) The Parties further agree that with respect to Referenced Documents, to the extent that two referenced documents conflict, the document with the most recent date will prevail.
- (e) With respect to a Referenced Document that is communicated by email, the Referenced Document will be deemed to have been agreed on a date being 20 days from the date the email was transmitted if no response to the contrary is received.

3. Acceptance

- (a) You are deemed to have accepted this Service Schedule by:
 - (i) Executing this Service Schedule (including electronically) and returning the same to us (including by email); or
 - (ii) Executing any agreement that references this document (either directly or indirectly) and returning the same to us; or
 - (iii) Accepting a quotation that refers to this agreement (either directly or indirectly); or
 - (iv) Requesting that we provide goods or services to you; or
 - (v) Pay a deposit; or
 - (vi) Pay any portion of any invoice rendered by us.
- (b) We are deemed to have accepted this Service Schedule when:
 - (i) We have executed this Service Schedule (including electronically) and returned the same to you (including by email); or
 - (ii) We have executed any agreement that references this Service Schedule (either directly or indirectly) and returned the same to you; or

- (iii) We have provided (or started to provide) Goods and Services to you under this Service Schedule; or
 - (iv) We have stated that we accept your order relating to the supply of services of a nature covered by this Service Schedule; or
 - (v) We have rendered an invoice to you for goods or services
- (c) If this agreement is accepted without being bilaterally executed:
- (i) the version of the service schedule that is in force will be the version that was published on our website <http://www.foreman-sheean.com.au> on the date that the Agreement was accepted.
 - (ii) This Service Schedule will be deemed to have been accepted only for the specific supply of goods or services that triggered the acceptance.
 - (iii) The date that the Service Schedule will be deemed to have been accepted (**Acceptance Date**) will be the earliest date at which both Parties are deemed to have accepted the Service Schedule.

4. Definitions

Capitalised terms used in this Service Schedule will have the meanings given to them in the Master Service & Supply Agreement, this Service Schedule or Referenced Documents.

“Ancillary Service Charges” means any agreed charge that does not form part of our general service offering but is reasonably necessary to deliver you Service.

“Establishment Charges” means those charges that are related to the establishment of any Service under this Service Schedule. These are “one off” charges that you will become liable for on the Completion Date.

“Initial Period” refers to the minimum time that you agree we should deliver your Service to you. This may be specified on the Service Order, our Website, or within this Service Schedule.

“Maintenance Activity” means an activity undertaken under this Agreement associated with planned maintenance.

“Mobilisation Objective” means the time between our first response to you and having a technician on site to review, consider and resolve the matter.

“Recurring Service Charges” means those charges that you are liable to pay monthly for us to continue to deliver Services to you.

“Response Objective” means the time it takes for us to respond to and acknowledge your enquiry or request from the time you first lodge it (This includes responses from any automated system)

“Restoration Objective” means the time between our first response to you and having the matter resolved in such a manner that the issue is either completely resolved or the urgency around its complete resolution is removed.

“Service Activity” means an activity undertaken in conjunction with this Agreement that is not associated with planned maintenance. Service Activities are performed under our service schedule entitled “*Foreman-Sheean Electrical & Communications – Service Schedule - General Works*”

5. Service Ordering & Invoicing

- (a) For us to provide you with services under this Service Schedule we require you to communicate this to us (**Service Order**).
- (b) A Service Order may be submitted to us by email, fax or through a website (whether ours or our agents).
- (c) The Parties will be bound by this Agreement for each Service Order that we accept from the date we accept the Service Order. (**Subscription Date**)
- (d) You acknowledge that we may, at our sole discretion, decline to accept your Service Order and that we are under no obligation to provide you with a reason why we have chosen not to accept the Service Order.
- (e) Following the completion of any establishment processes required to deliver you Service Order we will deem you service to be delivered (**Service**).

- (f) You will be charged for your service from the date that we deem your Service Order to be delivered (**Commencement Date**).
- (g) For avoidance of doubt, if we are unable to deliver you Service Order as a consequence of you failing to provide information that is necessary for us to deliver your Service Order the Commencement Date will be the latter of:
 - (i) 20 days from the Subscription Date; and
 - (ii) 10 days from our last communication with you.
- (h) You will be invoiced for the services provided in accordance with the following (**Service Charges**):
 - (i) Recurring service charges will be invoiced each month in advance.
 - (ii) Establishment charges which will be invoiced in arrears.
 - (iii) Ancillary service charges which will be invoiced in arrears
- (i) With respect to charges that are in arrears, nothing in this Service Schedule represents an agreement to provide you with credit and the trading terms in our Master Service & Supply Agreement will, always, apply.
- (j) If you have agreed to pay your invoices by direct debit or automatic credit card, we will process the transaction no later than 5 days after the invoice date.

6. Withdrawal of Service Orders

- (a) You may withdraw your Service Order at any time before midnight on the 5th day after the Subscription Date (**Cooling Off Date**).
- (b) If your Service Order is withdrawn prior to the Cooling Off Date our agreement to deliver your service will be dissolved and the Parties will have no further obligations under our Agreement in respect of the Service Order.
- (c) If a Service Order is withdrawn between the Cooling Off Date and the Commencement Date you will be obligated to defray our reasonable costs associated with the delivery of your Service Order.
- (d) We may choose to not begin the process of supplying you the Service until after the Cooling Off Date.

7. Service Suspension & Termination

- (a) We may suspend your services (in whole or in part) if you are outside the trading terms specified in the Master Service & Supply Agreement.
- (b) You may request the termination of any Service provided under this Agreement at any time by providing us with written notice or through any online tools that we may make available to you from time to time to manage your Services with us (**Termination Request**).
- (c) If a Service is terminated by either party acting within the terms of this Agreement the effective date of the Service termination (Termination Date) will be:
 - (i) The date of your next scheduled invoice if the date of the Termination Request less than 10 days from the date of your last invoice; or
 - (ii) In all other cases, the date of your next scheduled invoice plus one (1) month.
- (d) Unless otherwise agreed, if the Termination Date is prior to the expiry of the Initial Period (**Early Termination**) you will be liable to pay:
 - (i) 90% of the remaining recurring charges in the Initial Period if less than 50% of the Initial Period has expired; or
 - (ii) 75% of the remaining charges in the Initial Period in all other cases.

8. Retention and Delivery of Records

- (a) At the conclusion of each Service Activity we will produce documentation that is sufficient to demonstrate (**Records**):
 - (i) What work was undertaken.
 - (ii) Which devices/items underwent routine maintenance.
 - (iii) The results of any testing associated with the routine maintenance.
 - (iv) A schedule of remediation works that are required.
- (b) After transmitting the records to you by email you will be accountable for the maintenance and storage of these records.
- (c) We reserve the right to withhold the delivery of records to you if your account with us is not in

good standing, or you are in breach of this Agreement.

9. Compliance

- (a) We will maintain a register of all compliance related documents for all staff and contractors engaged under a contract of service (**Sub-Contractors**).
- (b) The compliance will contain, without limitation:
 - (i) Inductions
 - (ii) Licences
 - (iii) Certificates & other qualifications
 - (iv) Identification Validation
 - (v) Criminal History Check
 - (vi) Working with Children Check
 - (vii) Right to work Check
- (c) All our staff and sub-contractors have are required to undergo annual criminal history and identification checks.
- (d) You may ask us at any time to certify the qualifications of one or more of our staff or contractors. We must respond within 2 business days in writing.
- (e) We encourage you to ask our staff and contractors for identification on entering your premises, however, may not take copies of "Primary" identification documents held by our staff and contractors. Primary identification documents include, without limitation:
 - (i) Drivers Licence
 - (ii) Proof of Age Card (or other state issued photo ID card)
 - (iii) Passport
 - (iv) Citizenship Certificates
 - (v) Birth Certificate
 - (vi) Document of Identity
 - (vii) Certificate of Identity
 - (viii) ImmiCard
 - (ix) Australia Post Keypass Identity Card
 - (x) Australia Post Digital ID

- (f) You may as us at any time undertake additional compliance activities. If you do, within 20 business days we will:
 - (i) Respond to your request for additional compliance activities; and
 - (ii) Advise you of any variations to your Service Charges.
 - (iii) Make you aware of any limitations that may exist to us complying with your compliance request.

10. Occupational Health & Safety

- (a) The health and safety of both our team, and your team is our highest priority.
- (b) Foreman-Sheean operates within a documented OH&S framework including policy and supporting procedures designed to promote a safe working environment for our staff and sub-contractors.
- (c) We may, by agreement with you, augment our OH&S framework with some or all of your OH&S framework for the purpose of providing our Services to you.
- (d) You have the right to ask any of our staff or sub-contractors to leave your premises in the event that you believe our staff or subcontractors contributed to or cause a breach of your OH&S requirements.
- (e) Our staff and subcontractors have the right to refuse to provide the Services to you if they believe doing so contribute to or cause a breach of our OH&S requirements. In the event that this occurs our visit to your site will be treated as an "Emergency Service Request"

11. Maintenance Service

- (a) We commit to undertaking your planned maintenance activities with an agreed time window with respect to each scheduled visit.
- (b) Our committed time window will vary depending on the frequency of the maintenance activity being undertaken as described in the following table:

Maintenance Frequency	Mobilisation Commitment
Weekly	+/- 1 business day
Monthly	+/- 5 business days
Quarterly	+/- 10 business days
Half Yearly	+/- 15 business days
Annual	+/- 20 business days

12. Unplanned/Emergency Service

- (a) We offer a 24/7 breakdown and restoration service with this Agreement.
- (b) If a failure occurs that would have been identified and rectified during our next maintenance visit and you can ask us to resolve the issue outside of our schedule Services (**Emergency Service Request**).
- (c) The request will be treated as a Service Activity subject to the following variations:
- You will not be liable for materials that would have ordinarily been consumed rectifying the reported issue during a scheduled Maintenance Activity.
 - A 5% reduction on our standard labour and mobilisation rates will apply.
- (d) Unless specifically stated, the Restoration Objective supplied below is an indicative value only. Restoration times vary considerably depending on the nature of the failure.
- (e) All Priority 1 issues must be lodged by telephone to our dedicated 24/7 help line.
- (f) We recommend that all after hours Priority 2 issues be lodged by telephone to our dedicated 24/7 help line.
- (g) If your site is more than 20km from our base, travel time will be added to the Mobilisation Objective.

- (h) In responding to Emergency Service Requests, we consider the severity and nature of the emergency using the following table.

Priority	Definition	Response Objective	Mobilisation Objective	Restoration Objective
1	<ul style="list-style-type: none"> Impact more than 10% of a major site's operation. Materially impact revenue generation for your business Represent an imminent threat to life or the customer's brand 	15 mins	120 mins	4 hours
2	<ul style="list-style-type: none"> Impact more than 10% of a minor site's operation, or impacts multiple minor sites Have the potential to materially impact revenue generation capability Have the potential to create a threat to life or the customers brand. 	4 business hours	8 business hours	End of next business day
3	<ul style="list-style-type: none"> Any issue, which is an unplanned issue, that is neither Priority 1 or Priority 2 	8 business hours	5 business days	10 business days
4	<ul style="list-style-type: none"> Planned works 	As agreed		

13. Service Level Agreement

- (a) We commit to delivering the service levels outlined in Clause 12 and Clause 11 (**Service Level Agreement**).
- (b) If we fail to meet this commitment we will, on receipt of your written request provide you with a rebate (**SLA Rebate**) by crediting your account:
- 50% of the monthly Service Charges for the first failure to meet our commitment in any 3 month period; or
 - 100% of the monthly Service Charges for the second or third failure to meet our commitment in any 3 month period.

- (c) Only one SLA Rebate will claim can be applied to any month.
 - (d) The total SLA Rebate will not exceed one month's Service Charges.
 - (e) The SLA Rebate is the only remedy available to you for our failure to meet the service levels outlined in Clause 11 and Clause 12.
 - (f) Notwithstanding Clause 13(c) above, if we consistently fail to meet our obligations under this Service Level Agreement you have the right to request the termination of your Service with us.
 - (g) For the purpose of this Clause 13(f) we will be deemed to have consistently failed to meet our obligations under this Service Level Agreement if we provide you with more than 4 SLA rebates in any 12 month period.
- (iii) The cost of the Go-Green program is incorporated into the charges associated with your Service.

14. Go-Green Program

- (a) We may agree to include you in the Foreman-Sheean "Go Green" program.
- (b) The "Go-Green" program schedules the upgrade of incandescent lighting fixtures to LED (or other energy efficient) fixtures over the term of your Initial Period.
- (c) We will agree with you the number of fittings and fixtures that we will replace during the Initial Period of this agreement which may include, without limitation:
 - (i) Fluorescent Lighting Fixtures
 - (ii) Downlights
 - (iii) Emergency Lights
 - (iv) Exit Lights
 - (v) Street Lighting
 - (vi) Exterior Lighting
 - (vii) High-Bay / Workshop lighting
- (d) If you are taking part in our "Go-Green" program the following conditions apply:
 - (i) The timing of the replacement of the lighting fixtures is at our discretion so long as the complete replacement program is completed by the end of the Initial Period.
 - (ii) We make no guarantee that all fixtures will be replaced at the same time.

SERVICE SCHEDULE STRATEGIC MAINTENANCE & COMPLIANCE SERVICES



Execution Page

Executed as an agreement

Date:

Executed by your entity:

_____ (ABN _____) by being signed by:

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Authorised Signature

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Authorised Signature

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Print full name

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Print full name

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Title

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Title

Executed by Foreman-Sheean Electrical & Communications Pty Ltd by being signed by:

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Authorised Signature

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