



Sewage System Services

Maintenance Service Agreement VCOM STEP Interceptor Tank

Between: **S3 Limited**

(hereinafter referred to as "S3")

And:

(hereinafter referred to as "Client")

For the On Lot Interceptor Tank Located at:

1.0 THIS AGREEMENT

This Agreement places your property on a roster for a scheduled two yearly (once every 2 years) 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 a ProSTEP® Screened Pump Vault
VeriComm® Control Panel

3.0 WORK TO BE INCLUDED

This contract covers the routine maintenance tasks as required by the manufacturer to validate warranties. It does not include any other work or repairs that may be required to the wastewater treatment system.

- Visually inspect tank for obvious faults
- Inspect and clean pump vault Biotube® screen
- Check sludge and scum levels in the on lot tank
- Check operation and clean floats
- Check operation and clean pump
- Check operation of control panel
- Written report outlining conditions found and actions taken

4.0 CLIENT OBLIGATIONS

- Follow all requirements of the Homeowners Manual
- Comply with any resource consent requirements
- 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
- De-sludge the on lot tank at the recommendation of S3 Limited or S3 could arrange for the de-sludge of tanks on behalf of the owner at Sub-Contractors rate +15%.

5.0 WORK NOT TO BE INCLUDED

- The cost of this contract covers only the service tasks listed above. Any additional work required to the on lot tank will be charged at the Jack's Point hourly rate plus parts and expenses; see below for rates.
- S3 Ltd will not be responsible for arranging or paying for any on lot tank pump out.
- Where internal or major repairs require the removal and return of the equipment, return to base (Auckland), 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 S3 in its sole discretion, and if such repairs or replacements are not covered by manufacturers' warranties, then S3 will:

- (i) If the value of the works is less than \$250.00 plus GST:
Carry out the repairs and charge the customer for parts and labour, and invoice the customer as per charges below.
- (ii) If the value of the works is more than \$250.00 plus GST:
Advise the customer of the repairs required including estimated cost, before proceeding with the repairs. Customer approval must be obtained before any repairs are carried out.

7.0 WARRANTIES

The on lot tank and equipment is covered by a 5 year limited warranty on the pump and a 12 month limited warranty on floats and other components. A warranty statement is attached to this service agreement.

The warranty is void if the system is not continuously covered by a service contract provided by an Innoflow Technologies NZ Ltd authorised service provider and serviced as per the terms of that contract.

8.0 SERVICE FEE

The Annual Service Fee shall be \$90.00 + GST for the preventative maintenance/service, on a 2 yearly return period to your site. The Annual Service Fee includes travel to site, up to one hour on site every two years and the annual monitoring fee for VeriComm® Alarm Management System.

The scheduled bi-annual site inspection shall be carried out at the same time as site inspections for other properties at Jack's Point in order for S3 Limited to try and achieve the preventative maintenance/service time allowance per property. The minimum number of properties inspected by S3 on any one day shall be five (5) unless S3 Limited waives this minimum number and then they will not be entitled to charge more than one hour per on site property inspection per property. For any property that requires the S3 technician to be on site longer than one hour when five or more properties are inspected in one day, a further charge of \$58 + GST per hour (Jack's Point Rate) will apply to any additional hours.

The Annual Service Fee shall be adjusted by the CPI (Consumer Price Index) of the preceding 12 month period as at 1 January of each year. This shall be the base annual service fee for the following 12 month period. The first CPI adjustment shall take place as at 1 January 2011.

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 5 year increments.

9.0 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. You are entitled to preferential call out rates.

An indication of call out rates are shown below however, S3 Ltd reserves the right to make changes to labour rates. The call out rates that will apply at the time of the call out will be made confirmed to the client prior to arriving on site to undertake any work.

9.1 Schedule of Rates for Charges / Call outs

Labour	S3 Technician	(current charge out rate \$75 + GST per Hour)
	Jack's Point Rate	\$58.00 + GST Hour
	Subcontractors	Cost plus 15%
Parts	Parts will be charged to the client	List price
Travel	Standard Mileage - \$1.20/km	
	Jack's Point Mileage will be charged at - \$0.80 / km	
	Ferry or other transport costs will be on charged to the Client	
Travel Time	Charged per hour	\$45.00 p/hr + GST

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 S3 Limited otherwise serviceman deemed to be a subcontractor

10.0 GENERAL TERMS AND CONDITIONS

- 10.1 This agreement will remain valid until cancellation is given and received in writing by either party.
- 10.2 We will endeavour to contact you prior to performing a service. However if we are unable to make contact and we are working in the area, we 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 per month if the account is not paid on time. The client agrees to pay any charges S3 Ltd incurs in relation to debt recovery of said account.
- 10.4 The client agrees that S3 Ltd may forward copies of Service Agreements to Local and Regional Councils and provide information to the Jack's Point Residents & Owners Association 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 This cost is subject to an annual review, and may be adjusted periodically.
- 10.7 S3 Ltd will not be responsible for damages resulting from accidents and/or delays that are reasonable, unavoidable or beyond its control.
- 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 in due in part to failure of another contractor, the client will not withhold payment for works completed by S3 Ltd. The client will seek remedy of their own accord with the perceived liable party.
- 10.9 **S3 Ltd** 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.

SIGNED this ____ day of _____ 20____ _____ **S3 Ltd**

ACCEPTED this ____ day of _____ 20____ _____ **CLIENT**

This proposal will become a binding contract when accepted by the **CLIENT** and received and approved by **S3 LTD**
This proposal is made subject to the terms and conditions appearing herein and the **CLIENT** agrees to be bound thereby.

Client Details: _____

Postal Address: _____

Home Phone: _____

Work Phone: _____

Mobile Phone: _____

Email Address: _____

Lot Number at Jacks Point: _____

Street Address at Jacks Point: _____

Phone Number at Jacks Point: _____

RTU Number at Jacks Point: _____

Date Step Tank Commissioned: _____