

# SERVICE SCHEDULE GENERAL WORKS 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 Works 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 General Works Services (**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.foreman-sheean.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.

**“Maintenance Activity”** means an activity associated with planned maintenance works and performed under the service schedule entitled *“Foreman-Sheean Electrical & Communications – Service Schedule – Strategic Maintenance Services”*

**“Material Services”** means a service provided to you by us that is expected to take over 2 weeks in elapsed time to complete, or has a anticipated value of more than \$2000.00.

**“Materials”** means Goods supplied by us in the ordinary course of provision of the Services and may include consumable items.

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

**“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 under this Agreement.

**“Variation”** means any variation or change to a Quotation, Work Order, Goods and Services or Price.

## 5. Works Ordering & Invoicing

- (a) For us to provide you with services under this Service Schedule we require you to communicate this to us (**Works Order**).
- (b) A Works 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 Works Order that we accept from the date we accept the Works Order. (**Order Date**)
- (d) You acknowledge that we may, at our sole discretion, decline to accept your Works Order and that we are under no obligation to provide you with a reason why we have chosen not to accept the Works Order.
- (e) 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.
- (f) 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.
- (g) If the Work Order is for the supply of a Material Service we will invoice you progressively (**Progress Invoices**).
- (h) Progress Invoices will be rendered on the 7<sup>th</sup>, 14<sup>th</sup>, 21<sup>st</sup> and final day of each month where

the balance of the Progress Invoice exceeds \$1000.00.

- (i) Progress Invoices will include all Materials, including unfixed Materials.
- (j) If unfixed Materials are included on a Progress Invoice we must:
  - (i) deliver the Materials to you for your safe storage; or
  - (ii) provide photographic evidence of the Materials being in our warehousing facility.

## 6. Quoted Services

- (a) We may supply you with a written quotation for proposed Services at a fixed Price (**Quotation**).
- (b) Unless otherwise stated, a Quotation is valid from the date that it is sent to you (**Quotation Date**) for 30 calendar days (**Quotation Expiry**).
- (c) We reserve the right to vary our quotation if, between the Quotation Date and the Order Date:
  - (i) the rate of exchange between the United States Dollar (USD) and Australian Dollar (AUD) varies by more than 5%; or
  - (ii) the price of copper, as indicated on the London Metals Exchange, varies by more than 5%.
- (d) If we vary our Quotation under the terms of Clause 6(c) you may withdraw your Works Order without penalty.
- (e) You may request, and we must provide, information relating to the specific Materials that have been supplied under any Quotation.
- (f) We are not obligated to provide you with any information on the time taken to provide Services under any Quotation.

## 7. Variations to Quoted Services

- (a) A Quotation can only be varied by written agreement between the Parties.
- (b) If a Quotation needs to be altered you may request in writing that that we consider the Variation.

- (c) It is at our discretion to accept any Variation. If we accept the Variation the Variation will be treated as a new Work Order for the purposes of this Agreement.
- (d) Variations will be priced in accordance with any amended or further Quotation, our standard Rates Schedule, any other schedule of rates provided to you by us, or otherwise as reasonably determined by us.
- (e) If we encounter any Latent Conditions during the delivery of a Work Order we will notify you as soon as practicable.
- (f) Any additional good, services, costs or delays that we suffer or incur as a result of any Latent Conditions, or any instructions, directions given by you that are in addition to that specified in our Quotation will constitute a deemed Variation and clause 7 will apply.
- (g) You acknowledge and agree that the Price may be varied for additional fees and charges for work outside of the hours contemplated in our Quotation.

## 8. Charge-Up Services

- (a) We may agree to provide our Services without a Quotation. (**Charge-Up Services**)
- (b) Charge-Up Services will be based on a time and Materials basis in line with our then current standard pricing schedule (**Pricing Schedule**) for labour and mobilisation.
- (c) We must provide you, with every invoice, a detailed account of:
  - (i) The labour hours used in delivering the Services;
  - (ii) The name or names of the our staff who delivered the Services;
  - (iii) The dates on which the Services were delivered;
  - (iv) The Materials used;
  - (v) The charges associated with labour, Materials, mobilisation, freight and other charges.
- (d) Time will be charged on a "Base to Base" basis and will include any ancillary time required to deliver the Services.

- (e) For avoidance of doubt, ancillary time includes, without limitation, time taken to:
  - (i) procure Materials that were not requested on the Work Order;
  - (ii) Undertake security, compliance and OH&S processes required by you to allow access to your site or premises.
- (f) If we provide you an estimate for Charge-Up Works this estimate is for informational purposes only and does not represent a Quotation or any other commitment to deliver a Service at any specified Price.

## 9. Withdrawal & Delay of Work Orders

- (a) Once accepted by us, Work Orders cannot be withdrawn nor delivery in respect thereof delayed without our prior agreement.
- (b) If we agree to allow a Works Order to be delayed or cancelled:
  - (i) you will be liable for all costs and expenses associated with the delay, this includes being immediately liable for all Materials that have been ordered by us, for you, the delivery of which cannot be delayed or cancelled, and labour which will be charged at our standard rates.
  - (ii) Any remedy that you may have against us with respect to delivery of the Works Order under this Agreement will be void and deemed to be struck from this Agreement
- (c) If we agree to cancel a Works Order and the works have been quoted you will be liable for a cancellation fee equal to 30% of the difference between our quotation and the sum of:
  - (i) All amounts invoiced to you prior to us accepting the cancellation order; and
  - (ii) All amounts invoiced to you under this Clause 6.

## 10. Service Suspension & Termination

- (a) If you are outside the trading terms specified in the Master Service & Supply Agreement we may, at our complete discretion, suspend the delivery of any works under any, or all

accepted, but undelivered or partially undelivered Work Orders (**Open Work Orders**). This suspension will be deemed a delay of the Work Orders and the provisions of Clause 6, above, will apply.

- (b) If a Works Order is terminated by either party acting within the terms of this Agreement this will be deemed to be cancellation of all Open Work Orders and the provisions of Clause 6 above, will apply.
- (c) For avoidance of doubt, clause 10(b) will not apply in instances where you have terminated this Agreement as a consequence of our breach of this Agreement.

## 11. Retention and Delivery of Records

- (a) At the conclusion of each Service Activity we may produce documentation that is sufficient to demonstrate (**Records**):
  - (i) What work was undertaken.
  - (ii) What was supplied with the works
  - (iii) The results of any testing associated with on in conjunction with the Services we provide you.
- (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.

## 12. 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, you must 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 ask 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;
  - (ii) Advise you of any charges that may apply; and
  - (iii) Make you aware of any limitations that may exist to us complying with your compliance request.

### 13. 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"

### 14. Changes to Specification

- (a) Any drawings, depictions, descriptions, weights, dimensions or any other specifications of any Goods are subject to change without notice at any time by virtue of changes to the specifications of any Goods by any manufacturers, for any reason. **(Specification Changes)**
- (b) Subject to the Specification Changes being outside our reasonable control we disclaim any liability for Specification Changes.

### 15. Unplanned/Emergency Service

- (a) The Service we provide to you may be of an unplanned or emergency nature. **(Emergency Service Request)**.
- (b) Unless we have agreed otherwise, our Unplanned/Emergency Service responses will be undertaken between 8AM and 5PM, Monday to Friday, and not on gazetted public holidays **(Service Hours)**
- (c) 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"> <li>Impact more than 10% of a major site's operation.</li> <li>Materially impact revenue generation for your business</li> <li>Represent an imminent threat to life or the customer's brand</li> </ul>	1 Service Hour	4 Service Hours	8 Service Hours
2	<ul style="list-style-type: none"> <li>Impact more than 10% of a minor site's operation, or impacts multiple minor sites</li> <li>Have the potential to materially impact revenue generation capability</li> <li>Have the potential to create a threat to life or the customers brand.</li> </ul>	4 Service Hours	8 Service Hours	16 Service Hours
3	<ul style="list-style-type: none"> <li>Any issue, which is an unplanned issue, that is neither Priority 1 or Priority 2</li> </ul>	8 business hours	5 business days	10 business days
4	<ul style="list-style-type: none"> <li>Planned works</li> </ul>	As agreed		

- (d) All Priority 1 issues must be lodged by telephone to our office.
- (e) We recommend that all after hours Priority 2 issues be lodged by telephone to our office.
- (f) If your site is more than 20km from our base, travel time will be added to the Mobilisation Objective.

## 16. Service Level Agreement

- (a) We will use reasonable efforts to meet the objectives in Clause **Error! Reference source not found.**, however, unless otherwise agreed, nothing in this Agreement represents a commitment by us to do so.

# SERVICE SCHEDULE GENERAL WORKS 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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