

# TERMS AND CONDITIONS OF SERVICE AGREEMENT

## 1. SERVICE CHARGES

The initial period of this agreement with Total Hygiene Services (Total Hygiene) is three (3) years & the client agrees to pay in respect of the Units an annual service charge which shall be payable annually in advance, such payment being due and payable within thirty (30) days of the installation date of the Units (the commencement date) and each anniversary thereof. The Client agrees to pay to Total Hygiene the applicable overdue charge on any overdue monies in respect of this agreement.

## 2. RENEWAL

(a) Subject to the provisions of clause 4, this agreement will be automatically renewed for 12 months on payment of the current year's invoice, which serves as the renewal notice. Total Hygiene will notify the Client by renewal notice.

## 3. ADDITIONS

Should the Client require any additional Units, such additional Units will be provided subject to the terms and conditions of this agreement and the Client shall pay a proportional service charge from the date of installation of such Units to the next anniversary of the commencement date.

## 4. PRICE INCREASE

Total Hygiene warrants that the original quoted price as accepted by the client will remain unchanged for the Initial Period. Total Hygiene reserves the right to vary the unit price after this time.

## 5. QUOTES

Any price quoted to a new client is an introductory price only and Total Hygiene reserves the right to increase this price, after the Initial Period, in line with its then current prices.

## 6. INSTALLATION, CARE AND MAINTENANCE

(a) Total Hygiene shall install the Units in accordance with this agreement and shall during the term of this agreement, service and maintain the Units in good repair, carrying out regular routine services as is reasonably necessary to maintain the efficiency of the service, but without prejudice to the Client's obligation to take reasonable care of the Units.

(b) During the term of this agreement the Client shall:

- (i) Fully comply with all instructions conveyed to it by Total Hygiene in the use and operation of the Units;
- (ii) If it reasonably believes that the Units be in need of repairs or additional service, forthwith notify Total Hygiene of the need of such repairs or service.
- (iii) Pay a service fee of \$35 plus GST for any client requested extra unscheduled service
- (iv) Be responsible and pay for all and any reasonable repairs to or replacement cost of the Units should those repairs / replacement be needed as a result of preventable malicious damage and or loss.
- (v) Provide unrestricted access, as required, to the premises for the purpose of servicing of the Units.

(c) The Units listed in the schedule remain the property of Total Hygiene.

## 7. TERMINATION OF SERVICE AGREEMENT

(a) Either party may terminate this agreement at any time after completion of the Initial Period by way of notice in writing to the other party, at their usual business address, three (3) months prior to the date of renewal. All service charges are to be paid in full to the next contract anniversary date.

(b) In the event that the Client wishes to terminate this agreement other than in accordance with sub clause (a) hereof, the Client shall;

- i. Give three (3) months notice in writing of intention to terminate
- ii. Pay to Total Hygiene a termination charge which shall be equal to either, the balance of the term left of the Initial term on the Units or three (3) months of service charges, whichever is the greater.

- iii. The Client agrees to pay all service and termination charges as specified in this sub-clause within thirty (30) days from the date of the invoice containing said service and termination charges and pay any applicable overdue fees.

(c) Notwithstanding anything contained in this agreement, if the Client shall breach any of the terms and the conditions of this Agreement, Total Hygiene shall at its option be entitled to forthwith terminate this agreement without prejudice, by notice in writing to the Client. All recovery costs, legal or otherwise are payable by the client.

(d) Upon termination of this agreement by either party in any manner or for any reason herein provided, Total Hygiene shall become entitled to immediate possession of the Units and shall be entitled to remove all of its Units from the premises of the Client without further obligation of any kind to the Client. The Client shall permit Total Hygiene, its servants or agents to enter its premises and take all necessary action to remove the Units. The client agrees to reimburse Total Hygiene for any unrecoverable units within thirty (30) days of Total Hygiene issuing a Tax Invoice.

(e) No refunds are available in the event of termination for any reason by Total Hygiene or the client

## 8. ASSIGNMENT

The Client may assign his/her/it's interest, rights and obligations in this Service Agreement with Total Hygiene's consent and subject to the Assignee having accepted the terms and conditions hereof in writing.

## 9. INDEMNITY

To the extent permitted by law, Total Hygiene shall not be liable to the Client or any other person, company or organisation for any loss or damage arising from the installation, operation, use, maintenance, breakdown or removal of the Units whether caused by or arising out of negligence of Total Hygiene or its agents or servants or any other cause whatsoever. The Client shall indemnify Total Hygiene against any claims or demands made by any person, company or organisation, which arise out of the installation, operation, use and maintenance, breakdown or removal of the Units.

## 10. CASH COLLECTION (Vending Machines Only)

The Client agrees to collect all monies from the vending machines on a daily basis.

## 11. PURCHASES

This clause relates to the outright purchase of units as quoted by Total Hygiene.

- i. **Non Account Customers.**

The customer agrees to pay for the units in full upon placement of order. A Tax Invoice will be supplied with the goods.

- ii. **Account Customers**

The customer agrees to pay for the units within 30 days of Total Hygiene issuing a Tax Invoice.

- iii. Title of goods does not pass from Total Hygiene to client until account is paid in full. Total Hygiene reserves the right, without prejudice to itself or its agents, to enter the client's premises to retrieve said goods.

## 12. FORCE MAJEURE

Total Hygiene shall not be responsible for failure to meet its contractual obligations if the failure results directly or indirectly from any cause beyond its control.