



eWater Systems Service Agreement

***Nothing prevents
maintenance quite like
preventative maintenance...
and nothing trains people
better than training.***

THE SCHEDULE

The eWater Systems client agrees to contract eWater Systems to provide a maintenance service as described below on the terms and conditions as set out in the Schedule on the reverse of this document.

A. CONTACT DETAILS	
Legal Company Name (in full):	
Address:	
Contact name:	
Address / s where eWater Systems equipment is installed and any relevant site instructions:	
Telephone:	
Mobile telephone:	
Email:	
Other contact information:	

B. EQUIPMENT DETAILS			
QTY	MODEL	DESCRIPTION	SERIAL No's

C. PREVENTATIVE MAINTENANCE PLAN				
eWater Systems Preventative Maintenance Plan Options		Platinum	Gold	Custom
Term from agreement date		1 year	2 years	3 years
Fixed annual payment: \$	Plus GST of: \$	Annual total: \$		

D. CLIENT APPROVAL			
Title:	Name:	Date:	Signed:
Contact number:			

ACCEPTED BY:	
OWNER:	
AGREEMENT DATE:	DATE OF COMMISSIONING:

Terms and Conditions

The following outlines the terms and conditions of the eWS Preventative Maintenance Program. The terms below have the following meanings:

- "Equipment" collectively refers to the parts purchased from eWater Systems.
- "Customer" applies to you.
- "Supplies" shall mean the products and items purchased or provided by Customer pursuant to this Agreement to maintain the eWater Systems equipment.

Services

- All maintenance service(s) on the equipment covered under this agreement in accordance with the manufacturers maintenance instructions.
- All on site services are provided between the hours of 7:30am and 4:00pm.
- eWater Systems shall only provide remedial maintenance outside the service hours only if requested by the Customer, for which the Customer will pay after hours charges at the then-current standard hourly rate.

Parts and Supplies

- Price of parts is not included. Only original manufacturer parts are to be used. Using components and parts other than those authorized by eWater Systems can have damaging effects on the control unit and flow cell.
- Price of supplies - brine salt, softener salt, limestone is not included.
- All parts required will be an additional cost.
- This agreement does not cover consumable items, including pH and chlorine test strips.
- Price of fitting replacement parts will be quoted separately.
- Excludes any hose reel supplies.

Period

This agreement will commence on the date specified in the "eWater Systems Preventative Service Agreement," and unless terminated by either party to this Agreement within the concept and provisions contained herein, will remain in force for a period stated in the schedule.

Terms

- No allowance has been made for work out of normal hours (7:30am – 4:00pm, Monday through Friday)
- No allowance for alteration to existing services, e.g., plumbing, gas supply, drainage, electrical.
- Customer may terminate this Agreement, provided sixty days prior written notice is given. eWater Systems may terminate this Agreement under the same conditions.

Pricing and Payment

- Price depends on clear and unrestricted access.
- Terms of payment are strictly 14 days.

Exclusions

- eWater Systems Preventative Service Agreement service does not cover repairs and breakdowns other than regular preventative maintenance services.
- This agreement does not cover remedial maintenance necessitated by accidental damage or improper use by customer or neglect caused by user.
- eWater Systems shall not be responsible for any maintenance or repair of problems or malfunctions caused by any modification or enhancements.

I agree to these terms and conditions

DIRECT DEBIT REQUEST



REQUEST AND AUTHORITY TO DEBIT THE ACCOUNT NAME BELOW		
Request and authority to debit	Surname or company name:	
	Given names or ACN / ABN:	
	Request and authorise eWater Systems Pty Ltd. To arrange for any amount we may debited or charge you to be debited from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreement [and any further instructions provided below].	
Insert the name and address of financial institution at which account is held	Financial institution name:	
	Address:	
Insert details of account to be debited	Name of account:	
	BSB number:	
	Account number:	
Acknowledgment	By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and us as set out in this Request and your Direct Debit Request Service Agreement.	
Insert your signature and address	Signature: (if signing for company, sign and print full name and capacity for signing eg. Director)	
	Date:	
	Title:	Name:
Address:		

Direct Debit Service Agreement

Definitions

“**account**” means the account held at your financial institution from which we are authorised to arrange funds to be debited.

“**agreement**” means this Direct Debit Request Service Agreement between you and us.

“**business day**” means a day other than Saturday or a Sunday or a public holiday listed throughout Australia.

“**debit day**” means the day that payment by you to us is due.

“**direct debit request**” means the Direct Debit Request between us and you.

“**debit payment**” means a particular transaction where a debit is made.

“**us**” or “**we**” means eWater Systems Pty Ltd and other party you have authorised by signing a direct debit request.

“**you**” means the customer who signed the direct debit request.

“**your financial institution**” is the financial institution where you hold the account that you have authorised us to arrange to debit.

1. Debiting your account

1.1 By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.

1.2 We will only arrange for funds to be debited from your account as authorised in the direct debit request.

1.3 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. Change by us

2.1 We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days’ written notice.

3. Changes by you

3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on 1300 EWATER (392 837).

3.2 If you wish to stop or defer a debit payment you can either:

- a. Give us 7 days’ notice in writing before the next debit day; or
- b. Arrange it through your financial institution

3.3 You may cancel your authority for us to debit your account at any time by either:

- a. Giving us 7 days’ notice in writing before the next day debit; or
- b. Arrange it through your financial institution; or
- c. Fees apply if payment method changes to invoice.

4. Your Obligations

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.

4.2 If there are insufficient clear funds in your account to meet a debit payment:

- a. You may be charged with a fee and/ or interest by our financial institution;
- b. You may also incur fees or charges imposed or incurred by us; and
- c. You must arrange for the debit payment to be made by another method or arrange sufficient clear funds to be in your account within 7 days so we can process the debit payment.

4.3 You should check your account statement to verify that the amounts debited from your account are correct.

4.4 If we are liable to pay goods and services tax (“GST”) on a supply made in connection with this agreement, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

4.5 You agree to indemnify us for any costs incurred by us as a result of you providing incorrect account or bank identification details.

5. Dispute

5.1 If you believe that there has been an error in debiting your account you should notify us directly on 1300 EWATER (392 837) and confirm that notice in writing to us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take this up with your financial institution direct.

5.2 If we conclude as result of our investigations that your account has been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.

5.2 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.

6. Accounts

You should check:

- a) With your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions;
- b) Your account details which you have provided to us are correct by checking them against a recent statement and
- c) With your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

7. Confidentiality

7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to this information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about you:

- a) To the extent specifically requires by law; or
- b) Or the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice

8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to eWater Systems Pty Ltd 18 Cunningham Street South Yarra VIC 3141.

8.2 In response to 8.1 above, we will respond in writing through the ordinary post to the address you have given us in direct debit request.

8.3 Any notice from us will be deemed to have been received two business days after it is posted.

I agree to these terms and conditions



To order more eWater Systems Salt, pH strips, and water bottles, please visit shop.ewatersystems.com or call 1300 EWATER.

1300 EWATER
info@ewatersystems.com
www.ewatersystems.com

eWater Systems Pty Ltd
18 Cunningham Street
South Yarra 3141
Victoria Australia



Cleaner. Safer. Smarter.