



AMBASCIATA D'ITALIA  
CANBERRA

## CONTRACT

The Embassy of Italy in Canberra (hereinafter referred to as “the Embassy”) hereby accepts the quotation dated 30/11/2016 submitted by Canberra Air Conditioning Services (hereinafter referred to as “Canberra Air Conditioning Services Pty. Ltd”) for maintenance services of the air conditioning/central heating system at the Chancery of the Italian Embassy premises located at 12 Grey Street, Deakin, ACT 2600 for the period from 01 January 2017 to 31 December 2017.

The terms and conditions are mutually agreed to be as follows:

1. The total cost of the maintenance service outlined in the aforementioned quotation which forms an integral part of the present agreement amounts to AUD\$.3,685.00 (three thousand sixty five dollars only) which amount is agreed to be inclusive of the local GST payable under the present agreement (AUD\$.335.00).
2. The description of services rendered to the Italian Embassy in Canberra outlined in the aforementioned quote is as follows:
  - air conditioning units regular MONTHLY service visits to carry out;
  - system inspections of all mechanical plant as per asset schedule;
  - monitor system performance and written report;
  - boiler specialist maintenance;
  - water treatment regular MONTHLY service visits to carry out;
  - system inspections,
  - monitor system performance and written report.

3. Canberra Air Conditioning Services Pty. Ltd. undertakes to comply with the terms of the services agreement and in the event of breach on the part of the Company the Embassy has the right to give written notice of rescission of this contract.
4. Payment of the contract price will be effected in twelve instalments the end of each month upon receipt of calendar monthly invoices issued to the Italian Embassy in Canberra provided that the services have been rendered in a tradesman like satisfactory manner;
5. Should any dispute arise between the contracting parties with regard to the interpretation, execution or resolution of this contract which cannot first reasonably be settled as between themselves, shall be referred for judgment to an independent Arbitrator, appointed by mutual consent and the parties further agree to adhere to the Arbitrator's decision as being final.
6. Throughout the execution of the aforementioned services the Company must respect the agreement established herein and conform to the Italian regulations, as much as they are compatible with the current legislations and regulations. Should the Company fail to observe the conditions and the agreement here established of the aforesaid standard and regulations this Embassy can arrange otherwise for the completion of the works at the Company's sole risk and rescind the obligation by means of a simple statement to that effect.
7. The Embassy avails itself the right, at his unquestionable discretion, to terminate this agreement in the event of misconduct of the Company to perform the services agreed upon, and submit claims for damages against the Company, which will be responsible for supplementary expenses incurred by the Italian Embassy in recruiting another air conditioning Company for the rendering of the services included in the schedule of works.
8. Privacy Act 1988 – in signing this contract you accept that the Embassy of Italy may publish on its website details pertaining to the contract between us, including the name of your Company and its representatives, the services you have performed for us and monies paid for such services.

This contract is engrossed in duplicate for signature by the said parties in acknowledgment and acceptance of the conditions contained herein.

Canberra, 01/01/2017

For the Embassy of Italy



A handwritten signature in black ink, appearing to be "P. Zazo", written above a horizontal line.

The Ambassador of Italy  
Pier Francesco Zazo

For Canberra Air Conditioning Services Pty. Ltd.

in acknowledgment and acceptance  
of the contents herein

A handwritten signature in black ink, appearing to be "S. Simms", written above a horizontal line.

Scott Simms  
Company Director