

AMBASCIATA D'ITALIA
CANBERRA

CONTRACT

The Embassy of Italy in Canberra (hereinafter referred to as “the Embassy”) hereby accepts the quotation dated December, 31st 2016 submitted by Waters Edge Poolside Services (hereinafter referred to as “Waters Edge Poolside Services’) for the yearly regular pool maintenance at the Ambassador’s Residence, Italian Embassy, located at 78 National Circuit, Deaking, Canberra, 2600.

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

1. The total cost for the yearly regular pool maintenance at the Ambassador’s Residence as outlined in the above mentioned quotation which forms an integral part of the present agreement amounts to AUD\$.1,386.00 (one thousand three hundred eighty six dollars only) which amount is agreed to be inclusive of the local GST payable under the present agreement.
2. The description of the maintenance service that will be rendered at the Ambassador’s Residence at Italian Embassy in Canberra outlined in the aforementioned quotation is as follows:
 - 1) regular pool service calls;
 - 2) regular service calls include a general clean, inspection & maintenance of equipment and a water test & balance;
 - 3) spare parts and chemicals are not included in the service call cost and will be invoiced to the Ambassador directly.
3. The duration of the present agreement is of one calendar year starting January, 1st, to December, 31st, 2017 and will comprise once a month twelve visits at the unit cost of AUD\$.115.50.

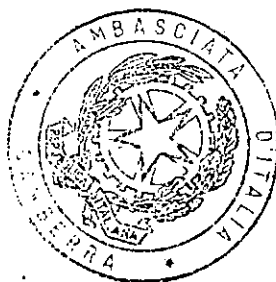
4. Regular services call includes 1.5 hours labour. Any required works that cannot be completed in this time frame will be deemed to fall outside of the regular maintenance agreement. In this event an estimate of costs will be provided and authorisation for works will be sought prior to commencement.
5. Waters Edge Poolside Services undertakes to comply with the terms of the service 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.
6. Payment of the contract price will be effected in twelve monthly instalments once the services are rendered and upon receipt of regular and itemised formal invoices issued at the end of each calendar month to the Italian Embassy in Canberra and acceptance of satisfactory assigned work.
7. 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.
8. 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 rendering of services at the Company's sole risk and rescind the obligation by means of a simple statement to that effect.
9. 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 finding another pool Company for the rendering of the services included in the quote aforementioned regarding the maintenance of the pool at the Ambassador's Residence.

10. 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 read "Pier Francesco Zazo".

The Ambassador of Italy
Pier Francesco Zazo

For Waters Edge Poolside Services.

A handwritten signature in black ink, appearing to read "Dave Brown".

Dave Brown
Company Owner

in acknowledgment and acceptance
of the contents herein