

# Service Agreement



## Management Agent Details

Company Name: \_\_\_\_\_

Trading As: \_\_\_\_\_ ABN \_\_\_\_\_

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Agency Telephone: \_\_\_\_\_ Agency Fax: \_\_\_\_\_

Principal Name: \_\_\_\_\_ Principal Mobile: \_\_\_\_\_

Please nominate a contact person: \_\_\_\_\_

Email Address for sending reports and invoices: \_\_\_\_\_

What is your trust account software? \_\_\_\_\_

What is the size of your role rent? \_\_\_\_\_

Property Manager's Name: \_\_\_\_\_ Mobile: \_\_\_\_\_

Property Manager's Name: \_\_\_\_\_ Mobile: \_\_\_\_\_

Property Manager's Name: \_\_\_\_\_ Mobile: \_\_\_\_\_

## Authorised Agency Signatory

*HJ & DK Bowman Trading as Smoke Alarm Specialists*

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

Agreement for Smoke Alarm Specialists (ABN 18 516 949 860) to provide services to the clients of the Agent, and to protect client data and other confidential information.

By this Agreement:

1. Unless the context otherwise requires, the following terms have the following meanings: Agent means the person named as the Agent and shall include the Agent's successors and assigns; Property Owners means all clients of either the Agent or Smoke Alarm Specialists to whom either the Agent, or Smoke Alarm Specialists provide their respective services; Smoke Alarm Specialists means the person named as Smoke Alarm Specialists and shall include Smoke Alarm Specialists successors and assigns.
2. Smoke Alarm Specialists shall provide services to the Property Owners, including installation, servicing, maintenance and replacement of smoke alarms, and reporting in accordance with Smoke Alarm Specialists standards terms and conditions (the "services").
3. The Parties agree that all details of the Property Owners including names, contact details and personal information of the Property Owners, or any other information provided by one Party to the other; shall be Confidential Information (the "Confidential Information").
4. The Parties shall only use the Confidential Information for the purpose of providing services to Property Owners, and shall not disclose the Confidential Information to any Third Party other than in the provision of the services, unless they are required by law to do so, or the information is already known to the recipient.
5. The Parties warrant that they each have a privacy policy, and will comply with the provisions of the Privacy Act 1988 (Cth).
6. This Agreement shall be a continuing Agreement, which either Party may terminate by providing thirty (30) days written notice to the other Party.
7. The Parties agree that nothing in this Agreement creates the relationship of principal & agent, partnership, joint venturers, employee and employer or any other form of business association between the Parties, unless the Agent is appointed as the Property Owner's agent under a separate agreement.
8. The Parties agree that this Agreement shall be binding upon Smoke Alarm Specialists and the Agent, and all directors, officers, shareholders, employees, servants, advisors and or agents of each of the Parties.
9. This Agreement may be executed by any number of counterpart documents or Agreements and the Parties agree that all counterparts taken together will constitute one Agreement and a photocopy or any facsimile copy of this Agreement may be relied upon by the other Party as though it were an original copy.

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