



CLIENT SERVICE PROVIDER AGREEMENT
(Supply of parts, equipment maintenance, servicing, and repairs)

CLIENT DETAILS

Date of Agreement.....

Name of Client:

Address (for service):

Email:

Telephone Number: **Mobile Number:**

NDIS No: (if applicable)

NDIS approved funding available for Assistive Technology in NDIS Plan (equipment maintenance, parts, servicing and repairs): \$..... (if applicable)

If no NDIS funding in place – private or other approved funding available for Assistive Technology (parts, equipment maintenance, servicing and repairs): \$.....

DETAILS OF CLIENT NDIS COORDINATOR/OTHER FUNDING BODY (IF APPLICABLE)

Name:

E-mail:

Phone number:

SERVICE PROVIDER

Name: GS Electronics Pty Ltd of 2/452 Bilsen Road Geebung QLD 4035

Email:.....**Telephone:**

TERMS OF AGREEMENT AND ENGAGEMENT

By signing this agreement, you hereby engage us as your service provider to provide you our services in accordance with our quote, and the attached Standard Terms of Trade.

Signature of Client.....

Signature of Authorised Person (GS Electronics Pty Ltd)

Commencement Date:

STANDARD TERMS OF TRADE

1. Formation of agreement and scope of agreement

By signing this agreement, and or by you accepting our Quote verbally or in writing, and or by us receiving approval for the job from you or the NDIS via its portal, and or by us receiving approval for the job by another funding source, you hereby engage us as your service provider to provide you the Services (and supply the parts, if applicable) set out and in accordance with our Quote, and these Standard Terms of Trade. These all constitute a legally binding agreement and the entire agreement, between us both. You acknowledge and agree that these Standard Terms of Trade will also apply to any further services provided by us to you.

2. Quote

We will issue you with a written or verbal quote before we undertake any work (**Quote**).

The Quote will set out the scope of the job to be performed by us, including but not limited to: -

- (a) All costs associated with the job (the **Price**);
- (b) the provision of any parts being supplied by us to you; and or
- (c) any maintenance, servicing and repair services to be provided by us to you (the **Services**).

We are not obliged to commence the job until you agree to properly engage us and the Price has been paid in full to us in advance.

We are not obliged to provide you a Quote and we reserve the right not to issue you a Quote or undertake any work if you do not have sufficient government funding approved or we believe you are unable to fund the scope of the job set out in the Quote.

3. Services outside scope of the job

We will only supply to you the Services and parts specified in the Quote.

We are not be obliged to provide you with any other services or parts. If we agree to provide you with any other services or parts, extra charges will apply.

4. Provision of Services

We will provide the Services to you with due care, skill and diligence.

We only provide our Services between the hours of 8.30am to 4.30pm Monday to Friday, unless agreed with you otherwise (i.e. in the case of emergencies).

We will arrange with you a mutually convenient time to do the job.

You must make sure we have access to your premises and your equipment is available when we arrive on the agreed time and date to do the job.

We will contact you when any maintenance service is due for your equipment.

5. Spare Parts

Our Services do not include the provision of parts. All parts will be sourced from reputable suppliers.

All parts will be covered by the supplier's/manufacturer's warranty period and terms only.

Our Quote will include an itemised list of any parts (and prices) required to complete the job. If we are required to replace a faulty part under warranty, we may charge you a service fee

6. Liability

To the fullest extent permitted by law, you release and indemnify us from any liabilities or claims whatsoever (including but not limited to personal injury, death, damage to property and or consequential loss) arising in connection with the provision of the Services or supply of parts. Our liability is strictly limited to the provision of further services or the replacement of defective parts covered under warranty.

7. Client Complaints

Client satisfaction is important to Us. If You would like to make a formal complaint, You must first contact Us by phone or email. We will advise you of Our complaints handling process. An outline of Our complaints handling process is published on Our website - www.gselectronics.com.au (go to link at bottom of home page – click on complaints).

8. General

Each party must keep the contents of this agreement strictly confidential.

We will comply with all privacy laws in relation to your personal information.

Any complaints you may have with us will be dealt with in accordance with our complaints handling policy on our website.

Unless you advise us otherwise, you authorise us to contact you or send information to you via email, and or by telephone and or by post in relation to any of our products and services.

This agreement shall be governed in accordance with the laws of Queensland.

This agreement consists of the entire agreement between the parties and cannot be amended unless agreed to by both parties in writing.

Each party must comply with all applicable all laws, including where applicable, any laws relating to the National Disability Insurance Scheme (NDIS), and related laws.

All communications between the parties will be made via exchange of emails or by post, at the address for each party specified on the front cover of this services agreement or otherwise provided by one party to the other party, or known by a party.

We shall not be liable for any delay in performing our obligations due to any 'force majeure' event i.e. an event outside our control.

We will not charge GST if the service or parts supplied to you is exempt. Otherwise, all Service Fees (and other charges/parts) are exclusive of GST. That is GST will be added to the Service Fee (and parts) where applicable. You must pay us for the Service Fee/parts plus GST where applicable.