

ANNUAL MAINTENANCE AGREEMENT: DEFIBRILLATORS

Overview

Our Annual Maintenance Program provides a simple and reliable way to ensure your defibrillators are professionally maintained and rescue-ready. With a scheduled physical inspection every 12 months, we check the condition and functionality of each device, manage pad and battery expiry dates, and maintain service records to support your ongoing maintenance and compliance requirements.

To engage Pulse Defibs for the Annual Maintenance Program, please review and complete the details outlined in this Agreement.

This Maintenance Agreement is entered into as of the date executed by the Client and is made between:

Service Provider

Company: Pulse Defibs Pty Ltd
Address: 37/90 Mona Vale Rd, Warriewood NSW 2102
Phone: (02) 8488 5221
Email: info@pulsedefibs.com.au

Client

Company:
Address:
Phone:
Email:
Name:
Position:
Signature / Initials:
Date:

1. Purpose of Agreement

The Client owns one or more defibrillators and wishes to ensure that these devices remain functional, reliable, and compliant with relevant manufacturer recommendations and maintenance requirements.

The Service Provider is qualified to provide professional inspection and maintenance of defibrillators to assist the Client in maintaining device readiness and reducing the risk associated with equipment failure.

2. Scope of Services

During the term of this Agreement, the Service Provider agrees to provide annual maintenance of the Client's defibrillator(s), including the following:

Annual Inspection

A comprehensive inspection of each defibrillator to assess overall condition, operational status, and readiness for use. This includes:

- Checking device condition and functionality
- Checking electrode pad expiry dates
- Inspecting accessories, signage, and storage conditions where applicable

Manual Testing

Manual testing of each defibrillator to verify device functionality, and readiness for use.

Maintenance & Consumables

Replacement of expired or faulty components where required, including:

- Electrode pads
- Batteries
- Prep-kit & other necessary components

Replacement consumables are charged in accordance with Section 6 (Fees and Payment Terms).

Software Updates

Where applicable, the Service Provider will check and install available software or firmware updates to ensure the device remains current.

Service Records & Compliance Reporting

Following each inspection, the Service Provider will update the device maintenance record, documenting:

- Inspection date
- Inspection outcome
- Maintenance completed
- Any recommendations or observations

A copy of the service record will be maintained by the Service Provider for compliance and reporting purposes.

Ongoing Support

The Service Provider will provide ongoing support between scheduled servicing visits, including assistance with troubleshooting, device concerns, and maintenance requirements where required.

3. Term of Agreement

This Agreement will commence on the date of execution and continue for an initial period of five (5) years unless terminated earlier in accordance with this Agreement. Following the initial term, this Agreement will automatically renew for successive five (5) year periods unless either party provides written notice of their intention not to renew at least thirty (30) days prior to the expiry of the current term.

4. Schedule

Each defibrillator will be inspected once every twelve (12) months.

For operational efficiency, Pulse Defibs operates a scheduled annual maintenance program consisting of the following service rounds:

Round 1: February – March

Round 2: June – July

Round 3: October – November

Where the initial inspection is completed outside the standard rounds, future inspections will be scheduled into the nearest applicable round while ensuring the interval between inspections does not exceed twelve (12) months.

Example: If the initial inspection is completed in April, future annual inspections will be scheduled during Round 1 (February–March) in subsequent years.

Any alternative scheduling requirements must be agreed upon by both parties and documented within the Additional Details section of this Agreement.

5. Limitation of Liability

Pulse Defibs Pty Ltd will take reasonable steps to monitor and maintain defibrillators enrolled in the Program; however, Pulse Defibs does not guarantee that a defibrillator will operate correctly or successfully in an emergency.

Defibrillators are medical devices and may fail or malfunction without warning for reasons outside the control of Pulse Defibs. To the maximum extent permitted by law, Pulse Defibs accepts no liability or responsibility for the failure, malfunction, non-operation or performance of a defibrillator, including any injury, death, loss, damage or claim arising as a result.

The Client acknowledges that monitoring and maintenance services may occasionally be interrupted, delayed, missed or unavailable. A missed or delayed monitoring check, maintenance visit, notification or other service does not constitute a guarantee that the defibrillator would otherwise have operated correctly.

The Program is designed to reduce the risk of an AED being unavailable or inoperable. It cannot eliminate that risk or guarantee the operation of a defibrillator or the outcome of a medical emergency. Nothing in this Agreement excludes or limits any liability that cannot lawfully be excluded or limited.

6. Fees and Payment Terms

The fee under this Agreement is **\$299.00 + GST**, which covers the inspection and maintenance of one (1) defibrillator, payable post service, generally, once per year.

Where multiple defibrillators are located at the same site and inspected during the same visit, an additional fee of **\$99.00 + GST** per additional defibrillator applies.

Pricing for rural and regional locations may vary. For rural and regional pricing, please contact Pulse Defibs for a tailored quote based on your location.

Consumables (pads and batteries) will be replaced when expired, or if they are due to expire before the next scheduled annual inspection.

The cost of consumables will be billed separately at the Service Provider's standard rates. Replacement cost of consumables is not included in the annual fee.

Invoices will be issued following completion and are payable within thirty (30) days of issue unless otherwise agreed in writing.

7. Client Obligations

The Client agrees to:

- Provide safe and reasonable access to defibrillators for scheduled inspections
- Ensure devices remain accessible and available for inspection
- Promptly notify the Service Provider of any known faults, damage, or concerns relating to the defibrillator(s)
- Inform the Service Provider of any changes to device location or site requirements

The Client remains responsible for ensuring defibrillators are accessible, appropriately stored, and available for use between scheduled inspections.

8. Additional Attendance / Call-Out Fees

Any attendance required outside of the scheduled annual maintenance visit, including post-use replenishment, unscheduled maintenance, troubleshooting, or other requested site attendance, will incur an attendance fee of \$99.00 + GST per hour, with a minimum charge of two (2) hours.

9. Insurance

The Service Provider will maintain appropriate insurance coverage throughout the term of this Agreement, including relevant public liability and workers compensation insurance.

Evidence of insurance may be provided upon reasonable request.

10. Termination

Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

Upon termination, the Client remains responsible for payment of any services completed, outstanding invoices, and any approved additional works performed up to the termination date.

11. Confidentiality

Both parties agree to maintain confidentiality regarding any confidential information disclosed during the course of this Agreement.

Neither party will disclose confidential information to any third party without prior written consent, except where disclosure is required by law or necessary to fulfil obligations under this Agreement.

12. Dispute Resolution

In the event of a dispute arising from this Agreement, both parties agree to first attempt to resolve the matter through good-faith negotiation.

If the dispute cannot be resolved through negotiation, the parties agree to participate in mediation prior to commencing formal legal proceedings.

13. Miscellaneous

Governing Law:

This Agreement will be governed by and interpreted in accordance with the laws of the state or territory in which the service is provided.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties regarding the inspection and maintenance of the defibrillator(s) and supersedes any previous discussions, representations, or agreements.

Amendments:

Any changes or amendments to this Agreement must be made in writing and agreed upon by both parties.

14. Additional Details

The following information should be completed prior to commencement of servicing:

Number of defibrillators covered under this Agreement:

Locations covered under this Agreement:

Site access requirements:

Additional requirements: