

# APPLICATION FORM AND SITE ASSET LIST

**Get an estimate to have EezyWash running at your site.**

Please complete all relevant details and then either email or post this form to us at the addresses listed on the back. We will be in touch soon to organise a time to visit and assess your site.

## 1. Operator Details

Name of Owner / Operator

Carwash Name

Business Name

Trading Name

ABN

## 2. Site Details

### 2.1 Contact

Site Address

State

Postcode

<input type="text"/>	<input type="text"/>
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Telephone

Mobile

Remote Plant Room (Y/N)

Trading Hours

Mon
Tue
Wed
Thu
Fri
Sat
Sun

## 2.2 Site Internet

Internet Provider

Site IP Address

Internet Speed & Connection Type (e.g. ADSL2+, Cable)

## 3. Equipment Manifest

### 3.1 Automatic Wash

Manufacturer

Model

Number of bays

Type of Wash

### 3.2 Activation System

Manufacturer

Model

## 2.3 Wash Pricing

Please provide details of your wash pricing structure (e.g. Ultimate, Deluxe, Express):

Name 1

Price

	\$ .
--	------

Name 2

Price

	\$ .
--	------

Name 3

Price

	\$ .
--	------

Name 4

Price

	\$ .
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### 3.4 Self-Serve Equipment

Number of bays

Manufacturer

Timer Manufacturer & Model

Wash Price & Time for \$1 Spend

### 3.5 Vacuums

Number of units

Manufacturer

Brand / Type

Vacuum Price & Time for \$1 Spend

### 3.6 Dogwash

Number of units

Manufacturer

Brand / Type

Dogwash Price & Time for \$1 Spend

Do you have spare conduits to the dogwash?

### 3.7 Vending

Number of units

Manufacturer

Brand / Type

Please provide details and prices of the products dispensed by your vending units:

Product	Price
<input type="text"/>	\$ .

Product	Price
<input type="text"/>	\$ .

Product	Price
<input type="text"/>	\$ .

Product	Price
<input type="text"/>	\$ .

### 3.8 Change Machines

Number of units

Manufacturer

Brand / Type

### 3.9 Other Equipment

Name and description

Number of units

Manufacturer

Name and description

Number of units

Manufacturer

#### RETURN COMPLETED FORM VIA:



PayWorkz Australia Pty Ltd  
Unit 2/353 Dorset Rd  
Bayswater VIC 3153



sales@workz.com.au

# Terms & Conditions

This Agreement is made the

\_\_\_\_\_ day of 2016.

## PARTIES:

PAYWORKZ PTY LTD  
A.C.N. 614 016 189  
of Unit 2, 353 Dorset Road, Bayswater, Victoria ("Payworkz")

## AND:

\_\_\_\_\_

of

\_\_\_\_\_

("Wash Site")

## RECITALS

- A. The Wash Site is involved in the car wash industry.
- B. Eezy Wash is a business operating the Eezywash App.
- C. Customers utilise the Eezy Wash App for car washing services either by joining the month-to-month Membership for unlimited usage within their chosen wash site or a pay-per-use system available at any wash site contracted with Payworkz under this Agreement ("Users").
- D. Payworkz owns and operates the Eezy Wash App.
- E. The Wash Site wishes to engage and utilise Eezy Wash in their car wash business.
- F. Payworkz will grant the Wash Site utility of Eezy Wash technology subject to the terms and conditions of this agreement.

## OPERATIVE PART

### 1. Definitions and Interpretation

- 1.1. Wherever appearing in this Agreement the following expressions shall have the meanings set out below:-

**"Agreement"** means this Agreement;

**"Anniversary Date"** means the monthly anniversary of the Purchase Date;

**"Cancellation"** means any given cancellation of the Membership;

**"Commencement Date"** means the date set out in Schedule 1 to this Agreement; "Commencement Fee" means the total amount payable and quoted by Payworkz or any agent nominated by Payworkz for the hardware and equipment required by the Wash Site to operate the Eezy Wash Technology;

**"Consumers"** means the users of the Eezy Wash App;

**"Eezy Wash App"** means the app developed and produced by Eezy Wash for the purpose of this Agreement;

**"Eezy Wash Technology"** means mobile payment platform including vehicle licence detection technology;

**"Equipment"** means all car wash equipment on the Wash Site's business premise;

**"GST"** means GST within the meaning of the A New Tax System (Goods and Services Tax) 1999 Act (as amended);

**"Main Wash Site"** means the Wash Site in the event that the Wash Site is chosen by the Customer as their designated Wash Site under their Membership;

**"Membership"** means the Customer's agreement to utilise the Eezy Wash App under a monthly prepaid fee which provides the Customer an unlimited usage of cash wash facilities with their chosen Main Wash Site;

**"Monthly Program Fee"** means the applicable fee as described in Schedule 1;

**"Parties"** means the parties to this Deed and "Party" means any one of the same;

**"Pay-per-use Fees"** means the applicable fee as described in Schedule 1;

**"Purchase Date"** means the date that the Customers enter into the Membership and pay the Commencement Fee;

**"Related Party"** means an entity which is a related body corporate as defined in the Corporations Act 2001;

**"Site"** means the business location of the Wash Site;

**"Term"** means the period commencing from the Commencement Date and ending upon the Termination Date or such earlier date upon which this Agreement may be lawfully terminated;

**"Termination Date"** means the termination date in accordance with clause 5;

**"Users"** means the entities that has entered into this Agreement with Payworkz;

- 1.2. In this Deed unless the context otherwise requires:-

- (a) words denoting the singular number shall include the plural number and vice versa;
- (b) words denoting individuals shall include corporations and vice versa;
- (c) words denoting any gender shall include all genders and the neuter;
- (d) obligations made by two or more Parties bind those Parties jointly and each of them severally.

### 2. Engagement

In consideration of:

- (a) The Wash Site paying the Commencement Fee;
- (b) Payworkz and the Wash Site complying with this Agreement.

Payworkz grants the Wash Site the use of the Eezy Wash Technology for the Term and on the terms and conditions set out in this Agreement.

# Terms & Conditions

## 3. General Obligations of Payworkz

- 3.1. Payworkz must perform its obligations under this Agreement with reasonable diligence.
- 3.2. Payworkz must initially fund all costs, charges and expenses relating to setting up the Eezy Wash App and all other cost, charges and expenses incurred by it in setting up and carrying out this Agreement.
- 3.3. Payworkz acknowledges and agrees that Eezy Wash App must contain provisions which obligate the Consumers under Membership to pay a Monthly Program Fee for the Membership.

## 4. General Obligations of Wash Site

- 4.1. Wash Site agrees to all the terms and conditions set out by Eezywash on the Eezy Wash App during the Term;
- 4.2. Wash Site must endeavour to utilise Eezy Wash with reasonable diligence.
- 4.3. Wash Site undertakes to ensure that staff at the Wash Site understand the operation and prices of Eezy Wash and are able to assist Customers with the Eezy Wash App. 4.4. Wash Site acknowledges and agrees with the Pay-per-use Fees as set out in Schedule 1 as the applicable fees for Consumers using the pay-per-use system at the Wash Site.
- 4.5. In the event that the Wash Site is chosen as the Main Wash Site, Wash Site acknowledge and agree that Wash Site's contractual agreement with Customers must contain provisions which obligate the Consumers:
  - (a) To pay the Monthly Program Fee via direct debit from the Customer's Credit Card on the Anniversary Date;
  - (b) To inform the Wash Site of any change in contact or billing information, including but not limited to change of address, email or credit card information.
  - (c) To be responsible to provide and maintain a valid email address on file with Eezy Wash in order to receive any changes or updates to the terms and conditions for the Membership;
- 4.6. Wash Site agrees to inform Payworkz of any cancellation of the Membership via email at [service@eezywash.com.au](mailto:service@eezywash.com.au) or by phone at (03) 9762 1799 and acknowledges that Payworkz require a minimum of seven working days prior to the next billing date to effect cancellation of the Membership.
  - (a) In the event that the Customer terminates the Membership for whatever reason after any given billing date, termination is taken to have been effected at the next billing date.
- 4.7. Wash Site agrees that the Membership cannot be used or associated in any way with any other programs or discounts including but not limited to pre-paid washes, vouchers, house accounts and or coupons.
  - (a) This provision does not apply to special event pricing.

## 5. Termination

The Parties are entitled to terminate this Agreement by written 30 day notice to the other Party to that effect.

## 6. Default

- 6.1. A Party to this Agreement shall be in breach of its provisions if:
  - (a) it fails to observe and comply with an obligation contained in the Agreement;
  - (b) an order is made or a resolution is passed to wind up a Party except for reconstruction or amalgamation;
  - (c) a Party goes into liquidation;
  - (d) a Party is placed under official management;
  - (e) a Party has a receiver including a provisional receiver or receiver and manager of any of its assets or an administrator appointed; or
  - (f) a Party becomes unable to pay its debts as they become due or makes any arrangement or reorganisational composition for the benefit of its creditors.
- 6.2. If a Party is in default of its obligations contained in this Agreement and fails to rectify that breach within seven days of a written notice given to it by the other Party then upon the expiration of the period of notice this Agreement shall be at an end.

## 7. Intellectual Property

- 7.1 Wash Site acknowledges Payworkz's title to the Eezy Wash and undertakes not to take any action, or assist any person to take any action, which would or might invalidate or put in dispute Payworkz's title.
- 7.2 All the legal right, title and interest to or in any intellectual property comprised in Eezy Wash at the time of this Agreement is at any time retained by and remains vested in the sole, exclusive, absolute and entire legal and beneficial ownership of the Payworkz.
- 7.3 Payworkz must not be treated under this Agreement as granting or otherwise creating any licence of any nature or description, whether exclusive, transferable, and revocable or otherwise, to use, disclose or adapt the intellectual property comprised in Eezy Wash to the Wash Site, except to the extent required under this Agreement and in strict compliance with this Agreement.

## 8. Warranties and Limitation of Liability

- 8.1. Payworkz's Warranties  
Payworkz represents and warrants to the Wash Site that on the date of this Agreement the following warranties are true and correct and not misleading:
  - (a) Payworkz has good legal and beneficial title to the Eezy Wash App, free and clear of all charges, encumbrances, liens and interests;
  - (b) Payworkz has the right to license the Intellectual Property in the Eezy Wash App under clause 2;
  - (c) the use by the Wash Site of the Eezy Wash App, the Intellectual Property and the Eezy Wash Technology will not infringe any trade mark or other rights of any person, nor give rise to payment by the Wash Site of any royalty to any third party or to any liability to pay compensation.

# Terms & Conditions

## 8.2. Wash Site's Warranties

The Wash Site represents and warrants to Payworkz that on the date of this Agreement the following warranties are true and correct and not misleading:

- (a) The Wash Site has made its own commercial assessment of Eezy Wash and the commercial value of this Agreement; and
- (b) The Wash Site has obtained all authorisation, registrations, approvals or permits required by any governmental body or under any governmental legislation in connection with Wash Site's entry and performance of this Agreement.

## 8.3. Liability

- (a) Neither party will be liable to the other party for any special, indirect or consequential damages, loss or anticipated profits or loss of revenue, arising from this Agreement however caused whether in tort (including negligence), contract, statute, equity or otherwise.
- (b) Payworkz will not be liable to the Wash Site for any special, indirect or consequential damages, loss or anticipated profits or loss of revenue, arising from the Wash Site's usage of the Eezy Wash App including loss of service associated with internet connectivity and service updates to the Eezy Wash App.

## 9. Assignment

Either Party may not during the Term assign or transfer this Agreement without the prior written consent of the other Party, which may be granted or withheld by the other Party at its absolute discretion.

## 10. GST

- 10.1. The Party liable to pay for a taxable supply must also pay the amount of any GST payable in respect of that taxable supply on the date on which payment for the taxable supply is due.
- 10.2. A Party is not obliged under clause 10.1 to pay the GST on the taxable supply to it until given a valid tax invoice for that supply.
- 10.3. This clause 10 does not merge upon the expiration of the Term.

## 11. Costs

The Parties must bear its own costs and expenses in connection with the negotiation, preparation and execution of this Agreement.

## 12. Force Majeure

If either Party is prevented from carrying out its obligations under this Agreement by circumstance beyond its reasonable control including as a consequence of an act of God, strikes or lockouts, government intervention or act, regulation, war or incident then the performance of such obligation shall be suspended for such time as the circumstance reasonably lasts.

## 13. Notices

All notices that are required by this Agreement are sufficiently served if given in writing and delivered personally, by courier or by registered or certified mail, postage pre-paid, addressed to the Party receiving such notice at their addresses set out in this Agreement.

## 14. General

- 14.1. The Parties shall each procure, sign, execute and deliver all such documents and do all such things as may be necessary or desirable to give full effect to the provisions of this Agreement.
- 14.2. No failure or delay of any Party to exercise any right, power or privilege under this Agreement shall operate as a waiver generally, nor shall the waiver of any right of default hereunder be deemed to be a waiver of any right on a subsequent or continuing default of a similar nature.
- 14.3. If any provision of this Agreement shall be invalid or unenforceable at law, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and enforceable in accordance with their terms.
- 14.4. This Agreement shall be governed by the laws of the State of Victoria and the Parties hereto submit to the jurisdiction of the Courts of that State.

### EXECUTED AS A DEED:

#### EXECUTED by

PAYWORKZ PTY LTD  
in accordance with Section 127 of the Corporations Act 2001:

SOLE DIRECTOR/SECRETARY:

\_\_\_\_\_

FULL NAME:

\_\_\_\_\_

USUAL ADDRESS:

\_\_\_\_\_

#### EXECUTED by

X

\_\_\_\_\_

in accordance with Section 127 of the Corporations Act 2001:

X

DIRECTOR:

\_\_\_\_\_

DIRECTOR/SECRETARY:

\_\_\_\_\_

FULL NAME:

\_\_\_\_\_

FULL NAME:

\_\_\_\_\_

USUAL ADDRESS:

\_\_\_\_\_

USUAL ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Schedule 1

## PAY-PER-USE FEES

### For transactions under \$7.00:

2.5% + 12c per transaction for all card types

### For Transactions over \$7.00:

1.6% + 22c per transaction for Domestic Visa & MasterCard

2.2% + 22c per transaction for Domestic Amex Cards

2.9% + 22c per transaction for International Cards

### Monthly Program Fee:

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(plus GST/inclusive of GST)

### Commencement Date: