



## TRADE ASSIST SERVICE TERMS

### 1 Formation of agreement

- (a) If you request RAA or a Provider to supply a Trade Assist Service, or you accept performance of a Trade Assist Service, you accept these Terms and an agreement is formed between you and a Provider.
- (b) RAA is not a party to this agreement and you agree to release RAA from any liability under these Terms and in respect of the Trade Assist Service.

### 2 The Trade Assist Service

#### 2.1 What is the Trade Assist Service?

- (a) The Trade Assist Service provides you with access to certain home repair and maintenance services. On-site assistance at your personal residential, domestic or residential investment property is provided by a Provider who offer a combination of services including plumbing, gas and gas fitting, electrical, general maintenance, painting, fencing, handyman, plastering, carpentry, roofing, solar panel cleaning, irrigation, air conditioning and gutters services.
- (b) A Provider's employees provide the Trade Assist Service to you on their own behalf under standards approved by RAA.
- (c) RAA receives a payment based upon a percentage of the fees you pay for the Trade Assist Service.
- (d) Trade Assist Service is **not**:
  - (i) a home insurance product or replacement for such a product; or
  - (ii) a service for emergency repairs or an emergency rescue or disaster response service.
- (e) Where an event poses a risk to the personal safety and property of you and/or others, you should contact appropriate emergency or rescue services such as the State Emergency Service or the '000' Emergency Service or appropriate utility or essential services providers.

#### 2.2 Access to property, adjoining fence claims and exclusion zones

- (a) You agree to provide a Provider clear and safe access to your property at the agreed date and time to:
  - (i) deliver any Goods and perform the Trade Assist Service;
  - (ii) inspect any Goods or Trade Assist Services supplied after receiving a complaint from you; and

- (iii) repair, replace or resupply any defective Goods or Trade Assist Services supplied to you (as the case may be).
- (b) If you request a Provider to provide fencing services for a fence that is on the common boundary of adjoining land, the Provider will solely liaise with you and you will receive a Trade Assist Service Invoice addressed to you only. It is your responsibility to recover any costs you are entitled to from any third party in respect of the fence.
- (c) You must observe any exclusion zones created by a Provider for Trade Assist Services (whether created by cones, bunting or another mechanism) at all times the applicable service is being provided.

### **2.3 Service availability**

- (a) Subject to these Terms, the Trade Assist Service is available within suburbs and postcodes as determined by a Provider from time to time, having regard to metropolitan Adelaide, Adelaide Hills, Barossa Valley and Fleurieu Peninsula.
- (b) All Trade Assist Services are available on Business Days at times agreed with a Provider.
- (c) Limited Trade Services are available After Hours at times agreed with a Provider. After Hours Trade Services are limited to electrical, plumbing, and air conditioning services unless otherwise advised by RAA or a Provider.

### **2.4 Service response times**

Trade Assist Service is not an emergency service, but a Provider will endeavour to provide assistance as quickly as is reasonably practicable, and otherwise within the agreed timeframe.

### **2.5 Service interruptions**

- (a) Providers may be delayed in or prevented from providing the Trade Assist Service due to circumstances beyond their reasonable control, including but not limited to adverse weather conditions, government imposed restrictions, and failures in telecommunications.
- (b) In such circumstances, a Provider will have no obligation to provide the Trade Assist Service, but will use reasonable endeavours to attend to the Trade Assist Services as quickly as is reasonably practicable.

### **2.6 Service limitations**

Where a Provider reasonably determines that:

- (a) materials, components or equipment required to provide the Trade Assist Service are not readily available;
- (b) it is difficult to locate, determine or assess the source of a problem;
- (c) the situation presents occupational health and safety risks to a Provider's employees;
- (d) destruction or demolition of property (including walls, floors and ceilings) is required;
- (e) there is a real risk or danger to the life, health, safety or property of any person or of causing significant damage to the environment; or
- (f) in relation to any products owned by you that require Trade Assist Service, a Manufacturer's Warranty requires an Authorised Service Agent as determined by the manufacturer to complete warranty repairs;

A Provider may only be able to provide limited assistance, or may be unable to provide the Trade Assist Service at all.

## **2.7 Service exclusions**

The Trade Assist Service is not available for:

- (a) non-residential properties, such as properties used for commercial, retail, office, industrial or professional purposes;
- (b) portable, temporary or non-fixed dwellings;
- (c) properties used for commercial farming or agricultural purposes;
- (d) buildings or structures such as caravans, trailers, campervans, recreational or other vehicles;
- (e) product warranty repairs where a Manufacturer's Warranty is provided which requires an Authorised Service Agent to complete warranty repairs;
- (f) breakdown, loss or damage to portable appliances, saniflow toilets and other mechanical equipment;
- (g) failure of alarms, home security systems and CCTV;
- (h) damaged swimming pools including parts, components, pumps, motors and plumbing or filtration systems;
- (i) damaged solar power systems or components;
- (j) damaged garden appliances, sprinkler or watering systems;

or in response to:

- (k) disrupted or affected essential services due to an event or incident, including where there is a power blackout affecting a street or suburb caused by electricity lines or the local electricity grid being down due to a major storm;
- (l) disruption to essential services as the result of disconnection by the relevant authority; or
- (m) Major Disasters.

## **2.8 Service Cancellation**

- (a) You may cancel a Trade Assist Service Request no later than 24 hours before the agreed date and time for the Provider to attend your property.
- (b) If you cancel a Trade Assist Service Request after the time referred to in sub-section 2.8(a), you will either be:
  - (i) If you have not paid a deposit to the Provider, charged and must pay the Minimum Attendance Charge; or
  - (ii) if you have paid a deposit to the Provider, the Provider will be entitled to keep the deposit; whichever is applicable

## **3 Price and Payment**

### **3.1 Price**

- (a) The price payable for the delivery of the Trade Assist Service and any Goods provided to you is:
  - (i) as indicated on your Service Invoice; or
  - (ii) Provider's Estimate for the Trade Assist Service.
- (b) Provider may provide you with a verbal or electronic estimate for the Trade Assist Service (**Estimate**). The Estimate is provided on the basis that you have provided full and frank disclosure of the nature and extent of the Trade Assist Services required and given all material information to Provider (to the extent reasonably possible). Subject to section 3.1(c), the Estimate is valid for 28 days after it is given.
- (c) Provider reserves the right to amend an Estimate after attendance at your property and full assessment of the Goods or Trade Assist Service to be provided.
- (d) Hourly rates are charged for provision of the Trade Assist Service. To find out the current hourly rates, please call us on (08) 8202 4988.
- (e) You will be required to pay a Minimum Attendance Charge equivalent to and inclusive of one hour of labour or as otherwise advised at the time of booking if Provider attends your property at the agreed date and time to perform the Trade Assist Service (and regardless of whether any work is performed by Provider) unless:
  - (i) there is a Material Increase between the Estimate provided by Provider and Provider's subsequently quoted price following attendance at your property and full assessment of the Trade Assist Services required, and the Material Increase is due solely to an error by, or the negligence of, Provider when providing you with a Service Estimate; or
  - (ii) you have paid a deposit to the Provider prior to the Provider attending your property; or
  - (iii) you cancel the Trade Assist Service Request within the time specified in section 2.8(a).
- (f) The Minimum Attendance Charge will not be waived, or deposit not refunded, if:
  - (i) the Material Increase is caused by or related to your failure (deliberate or otherwise) to fully and adequately disclose the nature and extent of the Trade Assist Services required;
  - (ii) you accept an Estimate provided by a Provider but decide not to proceed with the Trade Assist Service at the time that Provider attends your property; or
  - (iii) you fail to comply with section 2.3(a).
- (g) If, during the performance of the Trade Assist Service, the Provider discovers that Subsequent Services are required:
  - (i) Provider will notify you of the Subsequent Services; and
  - (ii) if requested by you, the Provider may, in its discretion, elect to perform all or part of the Subsequent Services, having regard to the nature and scope of the Subsequent Services involved and the service exclusions in section 2.7.
- (h) The Provider is excluded from any liability to you in connection with any loss or damage you suffer if you decide not to proceed with all of the Additional Services required, if applicable.
- (i) All amounts payable by you to the Provider are inclusive of GST, unless expressly stated otherwise.

- (j) The debt from you to CCMS for Trade Assist Services has been assigned by CCMS to RAA and these Terms operate as notice to you of that assignment.

### **3.2 Payment**

- (i) Payment is due to either RAA or the Provider (as specified on the Service Invoice) within 14 days of the date of the Service Invoice. ;  
unless the Estimate or Service Invoice specifies a longer period for payment.
- (b) Payment may be made by cheque, electronic funds transfer, credit card, BPAY or any other method of payment specified in the Trade Assist Service Invoice.

## **4 Defects**

- (a) You may, within the Warranty Period of 12 months from the date the Goods are delivered or Trade Assist Services are performed, notify the Provider of any Goods or Trade Assist Services that you reasonably consider to be defective, as supplied by the Provider, in any material respect, by giving written Defect Notice to the Provider to that effect. You must afford the Provider an opportunity to inspect all alleged defective Goods or Trade Assist Services as soon as practicable following the issue of a Defect Notice.
- (b) Subject to sections 4(a) and 4(c), if the Goods or Trade Assist Services are defective in any material respect, the Provider's liability is limited to:
  - (i) for Goods – either replacing the Goods or repairing the Goods; and
  - (ii) for Trade Assist Services – re-performing or otherwise remedying the Trade Assist Services.
- (c) The Provider's obligation to take the actions in section 4(b) are conditional upon the following:
  - (i) for Goods not manufactured by the Provider:
    - (A) the only warranty is the current Manufacturer's Warranty (if any); and
    - (B) the Provider will not be liable to repair or replace Goods if the Manufacturer's Warranty requires an Authorised Service Agent to complete warranty repairs; and
    - (C) if clause 41(i)(B) applies, the Provider's obligation will be limited to referring your warranty claim to the Authorised Service Agent;
  - (ii) The Provider does not have any liability to the extent that any damage or defect is caused, directly or indirectly, by any act or omission on your part;
  - (iii) defects or damage which are caused or relate to any of the following are excluded:
    - (A) your failure to properly maintain any Goods;
    - (B) your failure to follow any instructions or guidelines provided by the Provider and/or the manufacturer;
    - (C) any use of the Goods otherwise than for any application specified in any instructions or guidelines provided by the Provider and/or the manufacturer or for their ordinary use.
    - (D) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or

- (iv) fair wear and tear or any accident; and the Provider will not be liable if the workmanship in relation to Goods or Trade Assist Services is repaired, altered or overhauled without the Provider's consent.

## 5 Risk and title

- (a) All risk for the Goods passes to you on delivery of those Goods. This applies to the extent that it is not inconsistent with any other arrangement agreed between you and the Provider in writing.
- (b) Title in the Goods will not pass until you have paid all amounts owing for the particular Goods.

## 6 Warranties

- (a) In addition to your rights under the Australian Consumer Law, the Provider warrants that:
  - (i) each item of Goods supplied:
    - (A) is fit for purpose;
    - (B) is free from defects in materials and workmanship;
    - (C) is suitable for normal use as reasonably contemplated by you;
    - (D) performs and will continue to perform at the level consistent with the published specifications and any other written or verbal representations made by the Provider or manufacturer; and
  - (ii) it will at all times:
    - (A) use appropriate Goods and Materials of highest quality;
    - (B) employ appropriate techniques and standards; and
    - (C) provide all Trade Assist Services with due care, skill and attention.
- (b) To the maximum extent permitted by law, any term, condition, guarantee or warranty which would otherwise be implied into these Terms is excluded.

## 7 Privacy

- (a) The Provider may collect your personal information (as defined in the *Privacy Act 1988* (Cth)) to provide you with the Trade Assist Service.
- (b) The Provider may have to disclose your personal information to:
  - (i) third parties who assist with the provision of the Trade Assist Service; and
  - (ii) RAA, which will render your Service Invoice when required under section 3.2 and may be involved in the resolution of complaints in respect of the Trade Assist Service and will use your personal information:
    - (A) if you are not an RAA member, only for the purposes of rendering your Service Invoice and dealing with your complaint; and
    - (B) if you are an RAA member, in accordance with RAA's privacy policy, which is available at [RAA.com.au](http://RAA.com.au).
- (c) If you don't provide the information requested, the Provider may not be able to provide the Trade Assist Service.

- (d) You may request to access the information collected by contacting RAA on (08) 8202 4988. To read the relevant privacy policy please visit <https://www.raa.com.au/privacy-policy>.

## 8 General

- (a) The laws of South Australia govern these Terms.
- (b) A term or part of a term in these Terms that is void, illegal or unenforceable may be severed from the Terms and the remaining Terms continue in force.
- (c) RAA reserves the right to amend these Terms and any changes will take effect from the date of notification.
- (d) Any notice required to be served on a party may be served personally, sent by email or letter addressed to that party at the party's address specified in the Service Invoice.
- (e) If you have a complaint in respect of any Goods or Trade Assist Services provided, please contact RAA on (08) 8202 4988. The Provider should be given an opportunity to inspect the Goods or Trade Assist Service and may need to do so to deal with your complaint.

## 9 Interpretation

In these Terms:

- (a) **After Hours** means any day which is not a Business Day and falls outside of Business Hours;
- (b) **Authorised Service Agent** means a service agent authorised by a manufacturer to complete warranty repairs under a Manufacturer's Warranty.
- (c) **Business Days** means a day which is not a Saturday, Sunday, public holiday or bank holiday in South Australia unless advised otherwise by Provider;
- (d) **Business Hours** means between 8:00am to 5:00pm (Australian Central Standard Time) on a Business Day.
- (e) **CCMS** means Corporate Construction and Maintenance Service Pty Ltd ACN 008 118 769.
- (f) **Deadshort** means Deadshort Electrical Pty. Ltd. ABN 97 053 228 578.
- (g) **Defect Notice** has the meaning given in section 4(a).
- (h) **Estimate** has the meaning given in section 3.1(b).
- (i) **Goods** means any materials, parts, appliances or equipment purchased from CCMS by the Customer as part of the provision of the Trade Assist Services.
- (j) **GST** means a tax imposed under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (k) **Major Disasters** include earthquakes, tornadoes, hurricanes or cyclones, explosions, fire, flood, political or industrial disturbances, riots or civil commotion, tsunami, tidal wave, storm surge, landslide, acts of terrorism or war and use, existence or escape of any nuclear or radioactive material, any biological chemical, nuclear pollution or contamination, or any other event that either or both of RAA and the Insurance Council of Australia declare as a major disaster or catastrophic event.
- (l) **Manufacturer's Warranty** means a product warranty supplied by the manufacturer of the product.

- (m) **Materials** means any products purchased by Provider as part of the installation and/or repair of the Goods.
- (n) **Material Increase** has the meaning given in section 3.1(e)(i).
- (o) **Minimum Attendance Charge** has the meaning given in section 3.1(e).
- (p) **Provider** means the entity who provides the Trade Assist Services either CCMS or Deadshort
- (q) **RAA** means The Royal Automobile Association of South Australia Inc.
- (r) **Service Invoice** means the invoice provided by RAA or the Provider for performance of the Trade Assist Service.
- (s) **Subsequent Service** means Trade Assist Services not included in an original quote or Estimate.