



COPORATE CONSTRUCTION AND MAINTENANCE SERVICE (CCMS) TRADE ASSIST SERVICE TERMS

1 Formation of agreement

- (a) If you request RAA or CCMS 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 CCMS.
- (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 CCMS who offer a combination of services including general maintenance, painting, fencing, handyman, plastering, carpentry, roofing, solar panel cleaning and gutters services.
- (b) CCMS employees provide the Trade Assist Service to you on its 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 CCMS 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 CCMS to provide fencing services for a fence that is on the common boundary of adjoining land, CCMS 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 CCMS 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 CCMS from time to time, having regard to metropolitan areas which are located within 30 kilometres of the Adelaide Central Business District.
- (b) The Trade Assist Service is available on business days at times agreed with CCMS.

2.4 Service response times

CCMS will endeavour to provide assistance as quickly as is reasonably practicable, and otherwise within the agreed timeframe.

2.5 Service interruptions

- (a) CCMS may be delayed in or prevented from providing the Trade Assist Service due to circumstances beyond its reasonable control, including adverse weather conditions, and failures in telecommunications.
- (b) In such circumstances, CCMS 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 CCMS 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 CCMS employees;
- (d) destruction or demolition of property (including walls, floors and ceilings) is required;
- (e) there 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.

CCMS 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 CCMS to attend your property.
- (b) If you cancel a Trade Assist Service Request after the time referred to in sub-section (a), you will be charged and must pay the Minimum Attendance Charge.

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) CCMS's estimate for the Trade Assist Service.

- (b) CCMS may provide you with a verbal or electronic Estimate for the Trade Assist Service. 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 CCMS (to the extent reasonably possible). Subject to section 3.1(c), the Estimate is valid for 28 days after it is given.
- (c) CCMS 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 if CCMS attends your property at the agreed date and time to perform the Trade Assist Service (and regardless of whether any work is performed by CCMS) unless:
 - (i) there is a Material Increase between the Estimate provided by CCMS and CCMS'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, CCMS when providing you with a Service Estimate; or
 - (ii) you cancel the Trade Assist Service Request within the time specified in section 2.9(a).
- (f) The Minimum Attendance Charge will not be waived 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 CCMS but decide not to proceed with the Trade Assist Service at the time that CCMS attends your property; or
 - (iii) you fail to comply with section 2.3(a).
- (g) If, during the performance of the Trade Assist Service, CCMS discovers that Subsequent Services are required:
 - (i) CCMS will notify you of the Subsequent Services; and
 - (ii) if requested by you, CCMS 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 2.8.
- (h) CCMS 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 CCMS 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 of that assignment.

3.2 Payment

- (a) Payment is due to RAA within 14 days of the date of the Service Invoice provided by RAA 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 CCMS of any Goods or Trade Assist Services that you reasonably consider to be defective, as supplied by CCMS, in any material respect, by giving written Defect Notice to CCMS to that effect. You must afford CCMS 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, CCMS'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) CCMS's obligation to take the actions in section 4(b) are conditional upon the following:
 - (i) for Goods not manufactured by CCMS:
 - (A) the only warranty is the current Manufacturer's Warranty (if any); and
 - (B) CCMS 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 sub-section B applies, CCMS's obligation will be limited to referring your warranty claim to the Authorised Service Agent;
 - (ii) CCMS 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 CCMS and/or the manufacturer;
 - (C) any use of the Goods otherwise than for any application specified in any instructions or guidelines provided by CCMS 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
 - (E) fair wear and tear or any accident; and

- (iv) CCMS will not be liable if the workmanship in relation to Goods or Trade Assist Services is repaired, altered or overhauled without CCMS'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 CCMS 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, CCMS 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 CCMS 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) CCMS may collect your personal information (as defined in the *Privacy Act 1988* (Cth)) to provide you with the Trade Assist Service.
- (b) CCMS 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 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.

- (c) If you don't provide the information requested, CCMS 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) CCMS 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. CCMS 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) **Authorised Service Agent** means a service agent authorised by a manufacturer to complete warranty repairs under a Manufacturer's Warranty.
- (b) **CCMS** means Corporate Construction and Maintenance Service Pty Ltd ACN 008 118 769.
- (c) **Defect Notice** has the meaning given in section 4(a).
- (d) **Estimate** has the meaning given in section 3.1(b).
- (e) **Goods** means any materials, parts, appliances or equipment purchased from CCMS by the Customer as part of the provision of the Trade Assist Services.
- (f) **GST** means a tax imposed under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (g) **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.
- (h) **Manufacturer's Warranty** means a product warranty supplied by the manufacturer of the product.
- (i) **Materials** means any products purchased by CCMS as part of the installation and/or repair of the Goods.
- (j) **Material Increase** has the meaning given in section 3.1(e)(i).

- (k) **Minimum Attendance Charge** has the meaning given in section 3.1(e).
- (l) **RAA** means The Royal Automobile Association of South Australia Inc.
- (m) **Service Invoice** means the invoice provided by RAA for performance of the trade Assist Service.
- (n) **Subsequent Service** means Trade Assist Services not included in an original quote or estimate.