

1. Formation of agreement

- (a) If you request RAA or the Supplier to supply the Trade Assist Service, or you accept performance of the Trade Assist Service, you accept these Terms and an agreement is formed between you and the Supplier.
- (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 home repair and maintenance services. On-site assistance at your personal residential, domestic or residential investment property is provided by Trade Assist Service Providers who offer a combination of services including:
 - (i) Standard Services such as painting, fencing, handyman, plastering, carpentry, brick paving, brick laying and roof plumbing services;
 - (ii) Specialist Services such as plumbing and gas, electrical, glazing, locksmith, antenna and HVAC (heating, ventilation and air conditioning) services; and
 - (iii) Emergency Trade Assist Services, which are provided in response to an Emergency Event. Emergency Trade Assist Services are generally limited to temporary make-safe measures that are designed to make your property safe and secure, and minimise the possibility of further damage to your property, until subsequent repairs or replacements are carried out (if required).
- (b) The Supplier engages Trade Assist Service Providers comprising its employees, agents and/or subcontractors to 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) an emergency rescue or disaster response service.
- (e) Where an Emergency 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, prior to contacting the Supplier for assistance.

2.2 Emergency Events

- (a) The table below sets out which events qualify as Emergency Events, and which services will be provided as Emergency Trade Assist Services, for the purposes of the Trade Assist Service.
- (b) Unless excluded under section 2.8, any subsequent repair or replacement works required will be quoted separately by the Supplier as either a Standard Service or Specialist Service. These are identified in the table below as Subsequent Services.

Type of Emergency Event	Description	Emergency Trade Assist Service provided in response to Emergency Event
A damaged roof, gutter or downpipe causing an internal leak	Water leaking internally through the ceiling or walls.	<p>Emergency Trade Assist Service: Prop ceiling and place tarp over the affected area.</p> <p>Subsequent Services: Diagnose issues and permanently repair damaged roof, gutter or downpipe.</p>
A blocked toilet, pipe or drain	A blocked toilet, pipe or drain prevents smooth water flow, causing overflow or back-up into the nearest outlet.	<p>Emergency Trade Assist Service: Unblock pipes.</p> <p>Subsequent Services: Carry out any excavation or pipe investigation needed to diagnose the issue and permanently repair the blocked toilet, pipe or drain, which may require specialised machinery.</p>
A burst tap or showerhead	Inability to control water flow as a result of a burst tap or showerhead, causing significant water wastage, home or property damage (does not include replacement of washers).	<p>Emergency Trade Assist Service: Isolate mains water to the property to stop flow and repair the tap or showerhead if possible.</p> <p>Subsequent Services: Customers will be asked to contact their insurer for any insurance-related repairs.</p>
A burst pipe	Physical breakage of a pipe or joint, resulting in a burst pipe causing significant water wastage, home or property damage.	<p>Emergency Trade Assist Service: Isolate mains water to the property to stop flow and repair the pipe if possible.</p> <p>Subsequent Services: Customers will be asked to contact their insurer for any insurance-related repairs.</p>
A broken or burst hot water system	Broken or damaged system as a result of a burst unit, gas or electrical problem, faulty components, or even just the inability to reignite the pilot light.	<p>Emergency Trade Assist Service: Isolate gas and electrics to the unit to make safe or reignite the pilot light. If unit is within the Manufacturer's Warranty period, the repair may have to be referred to an Authorised Service Agent to avoid voiding the warranty.</p> <p>Subsequent Services: Carry out permanent repairs to, or replace, unit.</p>

Type of Emergency Event	Description	Emergency Trade Assist Service provided in response to Emergency Event
A broken heating or cooling system	Broken or damaged system as the result of gas or electrical problems, faulty components, or inability to reignite the pilot light.	<p>Emergency Trade Assist Service: Isolate electrics to the unit if needed and diagnose issue. If unit is within the Manufacturer's Warranty period, the repair may have to be referred to an Authorised Service Agent to avoid voiding the warranty.</p> <p>Subsequent Services: Carry out permanent repairs to, or replace, unit.</p>
A blackout or power failure in the house	Supply of power to all or part of the house has been disrupted (excludes area wide blackouts).	<p>Emergency Trade Assist Service: Carry out make safe electrics.</p> <p>Subsequent Services: Diagnose the issue and carry out permanent repairs or replacements.</p>
A broken door or window	Where home safety or security is threatened as a result of damage to an external door or window such as broken glass, damaged locks, jammed doors or windows	<p>Emergency Trade Assist Service: Carry out make safe procedures to the window or door. Depending on complexity, this may be a temporary repair until materials are available.</p> <p>Subsequent Services: Diagnose the issue and permanently repair or replace the broken door or window.</p> <p>There may be limited availability of glass replacement in which case additional material fees will apply.</p>
A gas leak	Internal or external gas leaks as the result of damaged gas appliances or leaking gas pipelines.	<p>Emergency Trade Assist Service: Isolate gas lines and carry out make safe procedures.</p> <p>Subsequent Services: Main gas lines may need to be referred to the relevant utility provider to isolate and diagnose problem. The Supplier will carry out permanent repairs to, or replace, the unit (if required).</p>

2.3 Access to property and adjoining fence claims

- (a) You agree to provide the Supplier and the Trade Assist Service 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 the Supplier to provide fencing services for a fence that is on the common boundary of adjoining land, the Supplier will solely liaise with you and you will receive a Service Invoice addressed to you only. It is your responsibility to recover any costs you are entitled to from any third party.

2.4 Service availability

- (a) Subject to these Terms, the Trade Assist Service is available within suburbs and postcodes as determined by the Supplier from time to time, having regard to metropolitan areas which are located within 15 kilometres of the Adelaide Central Business District.
- (b) The Trade Assist Service is available 24 hours a day, 7 days a week.

2.5 Service response times

- (a) The Supplier will use its best endeavours to arrive within one hour of receiving a request for Trade Assist Emergency Services but a response time is not guaranteed and will vary depending on the location of your property, demand for the Trade Assist Service and severe weather conditions amongst other things.
- (b) The Supplier will endeavour to provide assistance as quickly as is reasonably practicable, and otherwise within the agreed timeframe.

2.6 Service interruptions

- (a) The Supplier may be delayed in or prevented from providing the Trade Assist Service due to circumstances beyond its reasonable control, including Major Disasters, adverse weather conditions, and failures in telecommunications.
- (b) In such circumstances, the Supplier will have no obligation to provide the Trade Assist Service, but will use reasonable endeavours to minimise the impact of such circumstances.

2.7 Service limitations

Where the Supplier reasonably determines that:

- (a) materials, components or equipment required to resolve the problem 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 the Trade Assist Service Provider;
- (d) destruction or demolition of property (including walls, floors and ceilings) is required;
- (e) blocked or damaged pipes are the result of extensive root damage;
- (f) 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
- (g) 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.

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

2.8 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) Area Wide Disruption to Essential Services;
- (l) disruption to essential services as the result of disconnection by the relevant authority; or
- (m) Major Disasters.

2.9 Service Cancellation

- (a) You may cancel a Trade Assist Service Request no later than 24 hours before the agreed date and time for the Supplier 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) the Supplier's formally quoted price.
- (b) The Supplier 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 the Supplier (to the extent reasonably possible). Subject to section 3.1(c), the Estimate is valid for 28 days after it is given.

- (c) The Supplier 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. Discounted rates apply if you are a member of RAA. 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 the Supplier attends your property at the agreed date and time to perform the Trade Assist Service (and regardless of whether any work is performed by the Supplier) unless:
 - (i) there is a Material Increase between the Estimate provided by the Supplier and the Supplier'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, the Supplier 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 the Supplier but decide not to proceed with the Trade Assist Service at the time that the Supplier attends your property; or
 - (iii) you fail to comply with section 2.3(a).
- (g) An After Hours Call Out Fee will be charged to you for any Trade Assist Service provided outside of Business Hours and this fee is payable regardless of whether any work is performed by the Supplier unless the circumstances in sections 3.1(e)(i) or 3.1(e)(ii) apply. The After Hours Call Out Fee will not be waived if any of the circumstances in section 3.1(f) apply. The Supplier will advise you of the amount payable prior to performing the Trade Assist Service.
- (h) If, during the performance of the Trade Assist Service, the Supplier discovers that Subsequent Services are required:
 - (i) the Supplier will notify you of the Subsequent Services; and
 - (ii) if requested by you, the Supplier 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.
- (i) The Supplier 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.
- (j) All amounts payable by you to the Supplier are inclusive of GST, unless expressly stated otherwise.

- (k) The debt from you to the Supplier for Trade Assist Services has been assigned by the Supplier to RAA and these Terms operate as notice to you 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.
- (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 Supplier of any Goods or Trade Assist Services that you reasonably consider to be defective, as supplied by the Supplier, in any material respect, by giving written Defect Notice to the Supplier to that effect. You must afford the Supplier 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 Supplier'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 Supplier's obligation to take the actions in section 4(b) are conditional upon the following:
 - (i) for Goods not manufactured by the Supplier:
 - A. the only warranty is the current Manufacturer's Warranty (if any); and
 - B. the Supplier 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, the Supplier's obligation will be limited to referring your warranty claim to the Authorised Service Agent;
 - (ii) the Supplier 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 Supplier and/or the manufacturer;
 - C. any use of the Goods otherwise than for any application specified in any instructions or guidelines provided by the Supplier 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) the Supplier will not be liable if the workmanship in relation to Goods or Trade Assist Services is repaired, altered or overhauled without the Supplier'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 Supplier 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 Supplier 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 Supplier 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 Supplier may collect your personal information (as defined in the *Privacy Act 1988* (Cth)) to provide you with the Trade Assist Service.
- (b) The Supplier 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, the Supplier 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 constructservices.com.

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) The Supplier may subcontract some or all of the Trade Assist Service.
- (d) The Supplier reserves the right to amend these Terms and any changes will take effect from the date of notification.
- (e) 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.
- (f) If you have a complaint in respect of any Goods or Trade Assist Services provided, please contact RAA on (08) 8202 4988 . The Supplier 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) **Area Wide Disruption to Essential Services** means where essential services in an area are disrupted or affected 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.
- (b) **Authorised Service Agent** means a service agent authorised by a manufacturer to complete warranty repairs under a Manufacturer's Warranty.
- (c) **Business Day** means a day that is not a Saturday, Sunday or a public holiday in South Australia.
- (d) **Business Hours** means from between 7:00am to 6.00pm (Australian Central Standard Time) on a Business Day.
- (e) **Defect Notice** has the meaning given in section 4(a).
- (f) **Emergency Event** has the meaning given in section 2.2.
- (g) **Emergency Trade Assist Services** has the meaning given in sections 2.1(a)(iii) and 2.2.
- (h) **Estimate** has the meaning given in section 3.1(b).

- (i) **Goods** means any materials, parts, appliances or equipment purchased from the Supplier 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 product.
- (m) **Materials** means any products purchased by the Supplier 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) **RAA** means The Royal Automobile Association of South Australia Inc.
- (q) **Service Invoice** means the invoice provided by RAA for performance of the trade Assist Service.
- (r) **Specialist Services** include the services described in section 2.1(a)(ii) which are provided as part of the Trade Assist Service.
- (s) **Standard Services** include the services described in section 2.1(a)(i) which are provided as part of the Trade Assist Service.
- (t) **Subsequent Service** means Trade Assist Services not included in an original quote or estimate.
- (u) **Supplier** means Inserve Australia Limited (ACN 147 747 859) trading as Construct Services.
- (v) **Terms** means these terms and conditions.
- (w) **Trade Assist Service** means the services described in section 2.
- (x) **Trade Assist Service Provider** has the meaning given in section 2.1(b).
- (y) **Trade Assist Service Request** means a request for the provision of Trade Assist Services.
- (z) **Warranty Period** has the meaning given in section 4(a).