

RAC HOME REPAIR & MAINTENANCE SERVICE TERMS

1. Formation of agreement

- (a) If you request the RAC or the Supplier to supply the services described in section 2 (HRM Service), or you accept performance of the HRM Service, you accept these Terms and an agreement is formed between you and the Supplier.
- (b) RAC is not a party to this agreement and you agree to release RAC from any liability under these Terms and in respect of the HRM Service.

2. The HRM Service

2.1 What is the HRM Service?

- (a) The HRM 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 HRM 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) Home Emergency Services, which are provided in response to a "Home Emergency" as defined in section 2.2 below. Home Emergency 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 its employees, agents and/or subcontractors to provide the HRM Service to you on its behalf (HRM Service Providers) under standards approved by RAC.
- (c) RAC receives a commission from the Supplier based upon a percentage of the fees you pay for the HRM Service.
- (d) The HRM 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 a Home Emergency 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 Home Emergencies

- (a) The table below sets out which events qualify as "Home Emergencies", and which services will be provided as Home Emergency Services, for the purposes of the HRM 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 Home Emergency	Description	Home Emergency Service provided in response to Home Emergency
A damaged roof, gutter or downpipe	Water leaking internally through the ceiling or	Home Emergency Service: Prop ceiling and place tarp over the

Type of Home Emergency	Description	Home Emergency Service provided in response to Home Emergency
causing an internal leak	walls.	affected area. Subsequent Services: Diagnose issues and permanently repair damaged roof, gutter or downpipe.
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.	Home Emergency Service: Unblock pipes. 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.
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).	Home Emergency Service: Isolate mains water to the property to stop flow and repair the tap or showerhead if possible. Subsequent Services: Customers will be asked to contact their insurer for any insurance-related repairs.
A burst pipe	Physical breakage of a pipe or joint, resulting in a burst pipe causing significant water wastage, home or property damage.	Home Emergency Service: Isolate mains water to the property to stop flow and repair the pipe if possible. Subsequent Services: Customers will be asked to contact their insurer for any insurance-related repairs.
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.	Home Emergency Service: Isolate gas and electrics to the unit to make safe or reignite the pilot light. If unit is within the manufacturer warranty period, the repair may have to be referred to the manufacturer to avoid voiding the warranty. Subsequent Services: Carry out permanent repairs to, or replace, unit.

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Type of Home Emergency	Description	Home Emergency Service provided in response to Home Emergency
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.	Home Emergency Service: Isolate electrics to the unit if needed and diagnose issue. If unit is within the manufacturer warranty period, the repair may have to be referred to the manufacturer to avoid voiding the warranty. Subsequent Services: Carry out permanent repairs to, or replace, unit.
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).	Home Emergency Service: Carry out make safe electrics. Subsequent Services: Diagnose the issue and carry out permanent repairs or replacements.
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	Home Emergency Service: Carry out make safe procedures to the window or door. Depending on complexity, this may be a temporary repair until materials are available. Subsequent Services: Diagnose the issue and permanently repair or replace the broken door or window. There may be limited availability of glass replacement in which case additional material fees will apply.
A gas leak	Internal or external gas leaks as the result of damaged gas appliances or leaking gas pipelines.	Home Emergency Service: Isolate gas lines and carry out make safe procedures. 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

Type of Home Emergency	Description	Home Emergency Service provided in response to Home Emergency
		required).

2.3 Access to property and adjoining fence claims

- (a) You agree to provide the Supplier and the HRM Service Provider clear and safe access to your property at the agreed date and time to:
- (i) deliver any Goods and perform the HRM Service;
 - (ii) inspect any Goods or HRM Services supplied after receiving a complaint from you; and
 - (iii) repair, replace or resupply any defective Goods or 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, and submit an invoice to, you. 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 HRM 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 50 kilometres of the Perth Central Business District from Yanchep to Port Kennedy.
- (b) The HRM Service is available during Business Days only.

2.5 Service response times

- (a) The Supplier will use its best endeavours to arrive within one hour of receiving a request for Home Emergency Services but a response time is not guaranteed and will vary depending on the location of your property, demand for the HRM 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 HRM 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 HRM 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 HRM 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 a real risk or danger to the life, health, safety or property of any person or of causing significant damage to the environment; or

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- (g) in relation to any Good required to provide the HRM Service, a product warranty is supplied by the manufacturer of the Good (**Manufacturer's Warranty**) which requires an authorised service agent as determined by the manufacturer to complete warranty repairs (**Authorised Service Agent**).

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

2.8 Service exclusions

The HRM 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 request for the provision of HRM Services (**HRM 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 HRM Service Request after the time referred to in sub-section (a), you will be charged and must pay the Minimum Attendance Charge referred to in section 3.1(c).

3. Price and Payment

3.1 Price

- (a) The price payable for the delivery of the HRM Service and any Goods provided to you is:
 - (i) as indicated on an invoice provided to you by the Supplier for performance of the HRM Service (**Service Invoice**); or
 - (ii) the Supplier's formally quoted price.
- (b) Hourly rates are charged for provision of the HRM Service. Discounted rates apply if you are a member of The Royal Automobile Club of W.A. (Inc). To find out the current hourly rates, please visit rac.com.au/homerepair or call us on 1300 655 057.
- (c) You will be required to pay a minimum attendance charge equivalent to and inclusive of one hour of labour (**Minimum Attendance Charge**) if the Supplier attends your property at the agreed date and time to perform the HRM Service (and regardless of whether any work is performed by the Supplier) unless you cancel the HRM Service Request within the time specified in section 2.9(a).
- (d) The Minimum Attendance Charge will not be waived if:

- (i) you decide not to proceed with the HRM Service at the time that the Supplier attends your property; or

- (ii) you fail to comply with section 2.3(a).

- (e) An After Hours Call Out Fee will be charged to you for any HRM 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 section 3.1(c) apply. The After Hours Call Out Fee will not be waived if any of the circumstances in section 3.1(d) apply. The Supplier will advise you of the amount payable prior to performing the HRM Service.

- (f) If, during the performance of the HRM Service, the Supplier discovers that additional services are required (**Additional Services**):

- (i) the Supplier will notify you of the Additional Services; and

- (ii) if requested by you, the Supplier may, in its discretion, elect to perform all or part of the Additional Services, having regard to the nature and scope of the Additional Services involved and the service exclusions in section 2.8.

- (g) 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.

- (h) All amounts payable by you to the Supplier are inclusive of GST, unless expressly stated otherwise.

3.2 Payment

- (a) Payment is due on completion of repairs or otherwise where the Minimum Attendance Charge or After Hours Call Out Fee is payable, no later than 24 hours after the Service Invoice is issued from the Supplier.
- (b) Payment may be made by bank cheque, electronic funds transfer, credit card, BPAY or any other method of payment specified in the Service Invoice.

4. Defects

- (a) You may, within the period of 12 months from the date the Goods are delivered or HRM Services are performed (**Warranty Period**), notify the Supplier of any Goods or services that you reasonably consider to be defective, as supplied by the Supplier, in any material respect, by giving written notice to the Supplier to that effect (**Defect Notice**). You must afford the Supplier an opportunity to inspect all alleged defective Goods or 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 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 services – re-performing or otherwise remedying the 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 a Good 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;

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- (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 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 shall at all times:
 - A. use appropriate Goods and Materials of highest quality;
 - B. employ appropriate techniques and standards; and
 - C. provide all HRM 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 HRM Service.
- (b) The Supplier may have to disclose your personal information to:
 - (i) third parties who assist with the provision of the HRM Service; and

- (ii) RAC, which may be involved in the resolution of complaints in respect of the HRM Service and will use your personal information:

- A. if you are not an RAC member, only for the purposes of dealing with your complaint; and
- B. if you are an RAC member, in accordance with RAC's privacy policy, which is available at rac.com.au.

- (c) If you don't provide the information requested, the Supplier may not be able to provide the HRM Service.

- (d) You may request to access the information collected by contacting the Supplier on 1800 266 787. To read the relevant privacy policy please visit constructservices.com.au.

8. General

- (a) The laws of Western 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 HRM 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 requires 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 services provided, please contact the Supplier on 1300 655 057. The Supplier should be given an opportunity to inspect the Goods or HRM Service and may need to do so to deal with your complaint.

9. Interpretation

In these Terms:

- (a) **Additional Services** has the meaning given in section 3.1(f).
- (b) **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.
- (c) **Authorised Service Agent** has the meaning given in section 2.7(g).
- (d) **Business Day** means a day that is not a Saturday, Sunday or a public holiday in Perth, Western Australia.
- (e) **Business Hours** means the period of time between 7:00am and 6:00pm Australian Western Standard Time in Perth, Western Australia on a Business Day.
- (f) **Defect Notice** has the meaning given in section 4(a).
- (g) **Home Emergency** has the meaning given in section 2.2.
- (h) **Home Emergency Services** has the meaning given in sections 2.1(a)(iii) and 2.2.
- (i) **HRM Service** means the services described in section 2.
- (j) **HRM Service Provider** has the meaning given in section 2.1(b).
- (k) **HRM Service Request** has the meaning given in section 2.9(a).
- (l) **Goods** means any materials, parts, appliances or equipment purchased from the Supplier by the Customer as part of the provision of the Services.
- (m) **GST** means a tax imposed under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

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- (n) **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 RAC and the Insurance Council of Australia declare as a major disaster or catastrophic event.
- (o) **Manufacturer's Warranty** has the meaning given in section 2.7(g).
- (p) **Materials** means any products purchased by the Supplier as part of the installation and/or repair of the Goods.
- (q) **Minimum Attendance Charge** has the meaning given in section 3.1(c).
- (r) **RAC** means The Royal Automobile Club of W.A. (Inc), RACWA Holdings Pty Ltd (ACN 008 985 877) and its subsidiaries and includes their officers, employees and agents.
- (s) **Service Invoice** has the meaning given in section 3.1(a)(i).
- (t) **Specialist Services** include the services described in section 2.1(a)(ii) which are provided as part of the HRM Service.
- (u) **Standard Services** include the services described in section 2.1(a)(i) which are provided as part of the HRM Service.
- (v) **Subsequent Service** has the meaning given in section 2.2(b).
- (w) **Supplier** means Inserve Australia Limited (ACN 147 747 859) trading as Construct Services including its officers, employees and agents.
- (x) **Warranty Period** has the meaning given in section 4(a).
- (y) **Terms** means these terms and conditions.