
RAC HOME REPAIR & MAINTENANCE SERVICE TERMS

1. RAC Home Repair and Maintenance

- (a) Welcome to the RAC Home Repair and Maintenance website located at <https://rac.com.au/home-life/home-repair> (**Website**).
- (b) RAC provides access to a range of third-party home repair and maintenance services such as plumbing and gas, electrical, glazier, heating, ventilation and air-conditioning, handyman, and general trade services and RAC Security provides access to third-party locksmith services, together comprising the **HRM Services**. Visit the Website to see the full list of HRM Services available.
- (c) The HRM Services are provided by RAC's chosen supplier and its subcontractors (**Supplier**). If you request or accept performance of the HRM Services, you accept these Terms and an agreement is formed between you and the Supplier.
- (d) RAC is not a party to the agreement with the Supplier. You agree to release RAC from any liability under these Terms and in respect of the HRM Services.

2. The HRM Services

2.1 Delivering the HRM Services

- (a) The Supplier engages its employees, agents and/or subcontractors to provide the HRM Services to you on its behalf.
- (b) The charge you pay for the HRM Services includes a fee that is payable to RAC.
- (c) The HRM Services are **not**:
 - (i) a home insurance product or replacement for such a product; or
 - (ii) an emergency rescue or disaster response service.
- (d) Where an emergency or disaster 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, before contacting the Supplier for assistance.

2.2 Access to property

- (a) You agree to provide the Supplier clear and safe access to your property at the agreed date and time to:
 - (iii) deliver any Goods and perform the HRM Services;
 - (iv) inspect any Goods or HRM Services supplied after receiving a complaint from you; and
 - (v) repair, replace or resupply any defective Goods or HRM Services supplied to you (as the case may be).
- (b) If you do not provide the Supplier with clear and safe access to your property at the agreed date and time as stated in clause 2.2(a) (as determined in the Supplier's sole discretion), then the Supplier has no obligation to provide the HRM Services.

2.3 Service availability

- (a) Subject to these Terms, the HRM Services are available within suburbs and postcodes as determined by the Supplier from time to time, having regard to Perth metropolitan areas from Two Rocks to Mandurah. The HRM Services may be available in selected regional areas on a limited basis.
- (b) The HRM Services are available:
 - (i) Business Hours Monday to Friday from 8.30am to 5pm;
 - (ii) Weekend & Public Holiday Hours from 8.30am to 5pm; and
 - (iii) After Hours 7.30am to 8.30am and 5pm to 6.30pm.
- (c) The supply of the HRM Services is subject to Supplier availability.
- (d) The delivery of the HRM Services will occur only within your property boundary.

2.4 Service response times

- (a) The Supplier will endeavour to assist as quickly as is reasonably practicable, and otherwise within the agreed timeframe.

2.5 Service interruptions

- (a) The Supplier may be delayed in or prevented from providing the HRM Services due to circumstances beyond its reasonable control, including Major Disasters, adverse weather conditions, and failures in telecommunications.

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- (b) In such circumstances, the Supplier will have no obligation to provide the HRM Services but will use reasonable endeavours to minimise the impact of such circumstances on you.

2.6 Service limitations – General

The Supplier may be able to provide only limited assistance, or may provide a revised Quote or may be unable to provide the HRM Services where the Supplier reasonably determines that:

- (a) electrical works are required to upgrade the property to comply with Australian and New Zealand wiring standards;
- (b) the situation presents occupational health and safety risks to the Supplier;
- (c) the job is considered to be the responsibility of utility providers, such as gas or water meters, gas pipelines, electricity cables and grids or water mains;
- (d) there a real risk or danger to the life, health, safety or property of any person or of causing significant damage to the environment;
- (e) in relation to any Good required to provide the HRM Services, 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); or
- (f) the Supplier reasonably determines that they cannot complete the requested works.

2.7 Service Limitations – Drainage Systems

- (a) Clearing of blocked drains and inspection of blocked and damaged drains is conducted at your risk. The Supplier will not be held responsible for the location or condition of existing drainage systems, nor the products or materials located within the drainage systems.
- (b) Investigation and maintenance of drains involves insertion of specialised drainage equipment into existing drains. You accept responsibility for any damage caused to the plumbing drainage system that may be caused while maintenance works to drainage system is conducted.
- (c) You acknowledge that pipes affected by root growth and or blockages are generally damaged because of such interference. The removal of root growth and / or blockages alone carries no warranty or guarantee that similar problems will not recur unless permanent repairs are made.

2.8 Service exclusions

The HRM Services are 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) buildings or structures such as caravans, trailers, campervans, recreational or other vehicles;
- (d) product warranty repairs where a Manufacturer's Warranty is provided which requires an Authorised Service Agent to complete warranty repairs;
- (e) failure of alarms, home security systems and CCTV;
- (f) damaged swimming pools including parts, components, pumps, motors and plumbing or filtration systems;
- (g) damaged solar power systems or components;
- (h) asbestos inspections, removal, or other related services;
- (i) identification and presence of toxic mould and other harmful substances;
- (j) assessment of structural building elements or below-ground building inspections;
- (k) pest control services;
- (l) damaged garden appliances, sprinkler or watering systems; or in response to:
 - (i) Area Wide Disruption to Essential Services; and
 - (ii) disruption to essential services as the result of disconnection by the relevant authority; or
- (i) Major Disasters.

2.9 Service Cancellation

- (a) You may cancel a request for the provision of HRM Services no later than 24 hours before the agreed date and time for the Supplier to attend your property.

3. Price and Payment

3.1 Price

- (a) The Supplier may provide you with a verbal or electronic estimate for the HRM Services (**Estimate**). The Estimate is provided on the basis that you have provided full and frank disclosure of the nature and extent of the HRM Services required and given all material information to the Supplier (to the extent reasonably possible). Subject to clause 3.1(b), the Estimate is valid for 14 days after it is given.
- (b) Upon arrival at your property the Supplier will review the Estimate and conduct a full assessment of the HRM Services to be provided (**Scope**).
- (c) The price payable for the delivery of the HRM Service provided to you is the Supplier's formally quoted price provided pursuant to clause 3.1(b) above (**Quote**).
- (d) During the HRM Services, if there is a significant change to the Scope, the Supplier will provide a new Scope and Quote for acceptance by you.
- (e) In some circumstances an Estimate may not be possible and the Supplier will attend your property to provide a Quote. This attendance will be free of charge except where the Supplier is unable to complete the Quote without undertaking any material and / or substantial fault-finding work (e.g. excavation, use of specialised equipment) in order to diagnose and / or assess the issue. In this event, a fee may be payable to complete this diagnosis / assessment, which will be provided to you for your approval prior to commencement. Once the issue has been determined, a Quote will be provided for your acceptance prior to commencing the HRM Services.
- (f) Discounted labour rates apply if you are a member of The Royal Automobile Club of W.A. (Inc).

3.2 Additional Services:

- (a) If, during the performance of the HRM Services, the Supplier discovers or is requested by you that Additional Services are required:
 - (i) the Supplier will notify you of the Additional Services and the applicable Quote, for your acceptance; and
 - (ii) 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 clause 2.8.
- (b) 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 any or all of the Additional Services required, if applicable.
- (c) All amounts payable by you to the Supplier are inclusive of GST, unless expressly stated otherwise.

3.3 Deposit and Payment

- (a) The Supplier will require a deposit for Goods or HRM Services:
 - (i) where the job value is \$2,000 to \$4,900 - a deposit of 20% is required; and
 - (ii) where the job value is above \$4,900 - a deposit of 50% is require.
- (b) The deposit may be paid in the manner specified in clause 3.3(e).
- (c) The Goods or the HRM Services will be provided or commence when the deposit is received by the Supplier.
- (d) Payment is due on completion of the HRM Services and before the Supplier leaves your property.
- (e) Payment may be made by credit card, debit card or any other method of payment specified by the Supplier.
- (f) The Supplier will provide a receipt upon payment, which will be sent to you via the email you provide.

4 Australian Consumer Law

Our Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with Goods. If a failure with the Goods or a Service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the Goods and to cancel the contract for the Service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Goods or Service.

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In this clause 4, **you** means you as the consumer of the Goods and/or Services (as defined under the Australian Consumer Law), and **us/our** means the Supplier.

5 Warranties

(a) In addition to your rights under the Australian Consumer Law in clause 4 above, without limiting or replacing the Australian Consumer Law, the Supplier warrants that:

- (i) the HRM Services and each item of the Goods supplied:
 - A. are fit for purpose;
 - B. are free from defects in materials and workmanship;
 - C. are suitable for normal use as reasonably contemplated by you;
 - D. perform 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 always:
 - A. use appropriate Goods and Materials of highest quality;
 - B. employ appropriate industry 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.

6. Defects

(a) Within the period of 12 months from the date the HRM Services are performed (**Warranty Period**), you may notify the Supplier of any HRM Services previously supplied by the Supplier that you reasonably consider to be defective in any material respect, by giving written notice to the Supplier (**Defect Notice**). You must allow the Supplier an opportunity to inspect the alleged defective HRM Services (including any Goods) as soon as practicable following the issue of a Defect Notice.

(b) Subject to clauses 6(a) and 6(c), if the HRM 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; or
- (ii) for HRM Services – re-performing or otherwise remedying the defective HRM Services.

(c) The Supplier's obligation to take the actions in clause 6(b) is conditional on the following:

- (i) for Goods not manufactured by the Supplier:
 - A. the only warranty applicable to those Goods is the 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 as determined by the manufacturer to complete warranty repairs; and
 - C. if sub-clause 6(c)(i)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 to HRM Services 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 HRM Services is repaired, altered or overhauled without the Supplier's prior written consent.

7. Risk and title in Goods

- (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 Goods.

8. Privacy

- (a) The Supplier may collect your personal information (as defined in the *Privacy Act 1988* (Cth)) to provide you with the HRM Services.
- (b) The Supplier will disclose your personal information to RAC and you consent to such disclosure. RAC will treat your personal information in accordance with its Privacy Policy located on www.rac.com.au/privacy
- (c) The Supplier may need to disclose your personal information to other third parties who assist with the provision of the HRM Services.
- (d) If you do not provide the information requested, the Supplier may not be able to provide the HRM Services.
- (e) You may request access to the information collected by contacting the Supplier on 1300 655 057.

9. Website terms of use

- (a) To use the Website and make a Booking, you must first agree to these Terms.
- (b) You accept these Terms by clicking accept/agree to the Terms.
- (c) You confirm that you are at least 18 years of age and possess the legal authority to use the Booking System in accordance with these Terms. You also agree that all information supplied by you in using the Website and the Booking System will be true and accurate at all times.
- (d) All locksmith and other related security services are advertised and procured by RAC Security under its Security Agent Licence number SA 45421.
- (e) If you do not understand any part of the Terms you should seek independent legal advice.
- (f) You cannot accept the Terms and access the Website where you are under 18 years of age or you are a person barred from entering into contracts under legislation. You must leave the Website immediately.

10. Booking Policy

- (a) The coordination and booking of HRM Services can only occur via the Booking System on the Website or via phone call to 1300 655 057.
- (b) You will receive a Booking confirmation, at which stage the legal agreement is formed between you and the Supplier for the provision of the HRM Services.
- (c) You can request a preferred window of time for your Booking. The Supplier will take your preference into account when facilitating the HRM Services, however a specific Booking window cannot be guaranteed and will depend on Supplier availability.
- (d) If the requested Booking window of time cannot be facilitated, the Supplier will arrange an alternative time with you for the HRM Services.
- (e) Once a Booking window is confirmed, the Supplier will make all efforts to attend within this window, however the Supplier cannot guarantee that it will arrive within this timeframe. Should this be the case, the Supplier will contact you to advise.
- (f) The Booking System is provided on the Website to enable you to make legitimate Bookings and for no other purposes.
- (g) Any speculative, false or fraudulent Booking is prohibited. You agree that the Booking System will only be used to make legitimate Bookings for you or another person for whom you are legally authorised to act. You acknowledge that abuse of the Booking System may result in you being denied access to the Booking System.
- (h) The Supplier has the right at any time to add, change or withdraw functions available on the Website at its own discretion.

11. Dispute Resolution Policy

- (a) The Supplier will use reasonable endeavours to resolve any dispute concerning the use of the Website.

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- (b) The Supplier will use reasonable endeavours to resolve any dispute concerning the delivery of the HRM Service and should be given an opportunity to inspect the Goods or HRM Services, which may be necessary to deal with any dispute.

12. Indemnity and Liability

- (a) You agree to indemnify the Supplier, on demand, against any claim, action, damage, loss, liability, cost, charge, expense or payment which the Supplier may pay, suffer, incur or be liable for, in relation to any act you do or cause to be done, or omit to do, in breach of these Terms.
- (b) The Supplier will not be liable to you in contract, tort or equity in relation to any direct, indirect, or consequential loss you incur in relation to the contents or use of or reliance on the contents of the Website.
- (c) To the extent permitted by law, the Supplier will not be responsible for and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that you or another person may suffer in connection with the offer, advice, or supply of (or default in supplying) the HRM Services.
- (d) You acknowledge and agree that some of the Site Content may be provided by way of blogs or comments made by other users of the Website, and that the Supplier does not accept any liability for the accuracy of such information or your reliance on the same. The Site Content is provided to you as general information only and is not intended to substitute or replace the advice of a duly qualified professional (where applicable).

13. 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 Services.
- (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.

14. Interpretation

In these Terms:

- (a) **Additional Services** means services provided by the Supplier which are in addition to and are distinct from the HRM Services originally contemplated. For the avoidance of doubt, Additional Services are those extra services requested by you once the Supplier arrives at your property and are not simply changes or variations to those HRM Services originally contemplated.
- (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 clause 4(c)(i)B.
- (d) **Booking** means booking made by you on the Website or phone for the provision of HRM Services.
- (e) **Booking System** means online system which enables you to make a Booking.
- (f) **Defect Notice** has the meaning given in clause 4(a).
- (g) **Estimate** has the meaning given in clause 3.1(a).
- (h) **HRM Services** means the services described in clause 1 and include Additional Services where required.
- (i) **Goods** means any materials, parts, appliances or equipment purchased from the Supplier by you as part of the provision of the 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 RAC and the Insurance Council of Australia declare as a major disaster or catastrophic event.
- (l) **Manufacturer's Warranty** has the meaning given in clause 4(c)(i)B.
- (m) **Quote** has meaning given in clause 3.1(c).
- (n) **Materials** means any products purchased by the Supplier as part of the installation and/or repair of the Goods.

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- (o) **RAC** means The Royal Automobile Club of W.A. (Inc), RACWA Holdings Pty Ltd (ACN 008 985 877), and their subsidiaries and Related Bodies Corporate as defined in the *Corporations Act 2001* (Cth) and includes their officers, employees and agents.
- (p) **RAC Security** means RAC Security Services (WA) Pty Ltd (ABN 44 096 235 400) (Security License No.SA 45421).
- (q) **Scope** has meaning given in clause 3.1(b).
- (r) **Site Content** means the words and images on Website.
- (s) **Supplier** means One Touch Pty Ltd (ACN 648 625 021) as Trustee for One Touch Unit Trust (ABN 89 232 792 491) including its officers, employees, agents, subcontractors, and affiliates.
- (t) **Warranty Period** has the meaning given in clause 4(a).
- (u) **Website** means the RAC online pages related to the HRM Services or the Supplier's online pages required for Bookings.
- (v) **Terms** means these terms and conditions.