

**1. DEFINITIONS**

- 1.1 **"Certified Maintenance"** means Certified Maintenance Pty Ltd (ABN: 73 634 622 576 / ACN: 634 622 576) that the Customer is contracting with whose business name and ABN appears on documentation including, but not limited to quotations, invoices or receipts provided to the Customer and can be referred to as **"Certified Maintenance"**, **"we"**, **"us"**, or **"our"**.
- 1.2 **"Customer"** means the person/s or entity that engages Certified Maintenance to provide its services.
- 1.3 **"GST"** means Goods and Services Tax (Act 1999)
- 1.4 **"Managing Authority"** means your appointed agent for the management of your property
- 1.5 **"Property"** means a residential or commercial property registered for the Services.
- 1.6 **"Protection Package"** means a service package designed as a bundle which pertains to rental compliance checks including smoke alarm services, electrical and gas safety compliance checks.
- 1.7 **"Scope of Works"** means item/s and labour required to satisfactorily complete repairs and is usually set out in documentation and correspondence supplied to the Customer by Certified Maintenance.
- 1.8 **"Services"** mean services as described and set out in these Terms.
- 1.9 **"You"** means the Owner of the property

**2. GENERAL**

- 2.1 By instructing Certified Maintenance to perform any of the Services to your property through you or the managing authority, will complete a contract between Certified Maintenance and you binding you to these Terms of Service.
- 2.2 These Terms of Service apply to all the services provided by Certified Maintenance, and you acknowledge that these terms may be modified at any time without notice.

**3. PAYMENT TERMS**

- 3.1 The fees payable by you will be based on the Services provided for your property.
- 3.2 You acknowledge that your managing authority holds authority to make payment for any of our services on your behalf.
- 3.3 Payment for invoices is due and payable within thirty (30) days of the invoice date unless otherwise specified and you must pay us this amount by the due date.
- 3.4 Quotes exceeding \$2,000 incl. GST require a non-refundable deposit equal to 50% of the total invoice value which is to be paid prior to any commencement of works.
- 3.5 Where your property is enrolled into the Property Protection package subscription, fees will be payable on or around the commencement date of your subscription service and on each anniversary of the date.
- 3.6 If you fail to pay an invoice or any other fees by the due date, we may charge you late payment fees including administrative fees, interest on that money at a rate of fifteen percent (15%) per annum accrued daily and we may recover all outstanding costs including any and all debt recovery fees.
- 3.7 If your property is enrolled to a subscription service, we may suspend the services until payment is made in full.
- 3.8 Goods, parts and materials remain the property of Certified Maintenance and may be recovered at any time without notice if an invoice remains unpaid by the due date.
- 3.9 If your property is not paid up to date, inclusive of subscription services, we may place your current and future work orders on hold until payment is made in full.

**4. VARIATIONS**

- 4.1 Certified Maintenance may from time to time provide notice to you or your managing authority, proposing additional works or change to the works if deemed required.
- 4.2 If the variation is of an urgent nature, or relates to an issue of safety, we are authorised to proceed with necessary works to ensure the safety of all parties involved.
- 4.3 Unless clause 4.2 applies, we are not obliged to carry out any variation unless and until the parties have agreed on the variation and associated price.
- 4.4 Certified Maintenance will exhaust every effort to provide a price for the variation prior to commencement of additional works for the review and approval of you or your managing authority. In events out of our control, the price shall be based on applicable prices or rates set out in our quote, or otherwise based on reasonable rates which will include allowances for profit and overheads.

**5. CUSTOMER OBLIGATIONS**

- 5.1 You and/or your managing authority must provide all information and documents necessary to enable Certified Maintenance to provide its services.
- 5.2 It remains your responsibility to ensure you make all efforts to notify us of any changes to any documents and/or information already provided to us.
- 5.3 You acknowledge that we rely on the information and documentation provided by you or your managing authority to carry out our services and you accept full liability for the accuracy of the supplied information.
- 5.4 You acknowledge and agree that we are under no obligation to verify the accuracy of the information provided and indemnify us against any claims suffered as a result of you or your managing authority providing us with inaccurate or misleading information, including failure to disclose particular site conditions to us before we undertake any of our services.

**6. WARRANTIES**

- 6.1 Certified Maintenance provides a six (6) month guarantee for workmanship unless specified otherwise and we agree to repair/replace defective work within this period.
- 6.2 Identified defects must be provided to us in writing with all supporting documentation and evidence within and not more than seven (7) days from completion of works.
- 6.3 The warranty period for materials supplied may carry a particular coverage period in accordance with the manufacturer's warranty period.
- 6.4 The warranty excludes cover for:
  - (a) Normal wear and tear;
  - (b) Any fault caused by the customer;
  - (c) Any fault or defect by improper use of the works;
  - (d) Any fault or defect arising from any use which is contrary to law;
  - (e) Any fault or defect that would not have occurred if the customer had taken reasonable steps to prevent the failure from occurring;
  - (f) Any fault that occurs for any reasons that were drawn to the customer's attention;
  - (g) Any fault or defect of, or caused by, materials or workmanship which were not supplied by us;
  - (h) Any fault arising from accident, abuse, act of God, fire, sabotage, vandalism, or neglect or failure to operate, store and/or maintain the works in accordance with intended use; or
  - (i) Any failure arising from any negligent act of any other than Certified Maintenance or any of its employees or representatives.
- 6.5 If a claim under the warranty is accepted, the repair or replacement works will be scheduled and performed in accordance with our usual work schedule. The timing of repair or replacement may also vary depending on the availability of materials from suppliers and third parties.

## **7. AGREED LIABILITIES**

- 7.1 The extent of our obligations and permitted by Law with respect of the Services is to ensure they are:
- (a) Provided with acceptable care, skill or technical knowledge;
  - (b) Taking all necessary steps to avoid loss and damage;
  - (c) Be delivered within a reasonable time;
  - (d) Certified Maintenance is liable for any damage caused by negligence of us to the property during undertaking services;
  - (e) If you have contributed to any loss or damage you are claiming against us, our liability is reduced to the extent of your contribution.
- 7.2 Subject to your rights under Australian Consumer Law or any other applicable legislation, you acknowledge and agree that delay or failure in performance or interruption of the delivery of the Services that may result directly or indirectly from any cause or circumstance beyond our reasonable control. This may include without limitation, industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, epidemics, pandemics, lockdowns, acts of God, act or threats of terrorism or war. If these events occur, Certified Maintenance may suspend or terminate the Services immediately by providing written notice to you or your managing authority.

## **8. SUSPENSION AND TERMINATION**

- 8.1 You may choose to terminate or suspend the compliance services for a property enrolled into the Property Protection Package by informing Certified Maintenance with written notice.
- 8.2 Certified Maintenance bears the right to immediately terminate and/or suspend the compliance services by providing written notice to you or your managing authority where any of the following occurs:
- (a) A breach has occurred by you or your managing authority; or
  - (b) An invoice/s issued remains unpaid and is deemed overdue; or
  - (c) You or your managing authority, or tenant inform Certified Maintenance that we are not permitted to enter the property due to health concerns, i.e., COVID etc.; or
  - (d) Certified Maintenance or any of its appointed representatives identify that performing any of our services to or at the property is unsafe and/or could cause harm; or
  - (e) You or your managing authority fail to provide us with all necessary information, instructions, documentation, approvals, authorisation and/or contact details of tenant, keys or correct authority of access for Certified Maintenance to efficiently complete the compliance services as listed in our Terms of Service.
- 8.3 If the Services are suspended or terminated for any reason, you understand and agree that:
- (a) Any outstanding invoices will be due and Certified Maintenance bears the right to recover any outstanding invoices via a third-party debt collection agency should they become overdue and no payment has been received in accordance with Clause 3.5.
  - (b) Certified Maintenance accepts no liability regarding your compliance obligations at Law for any ongoing maintenance, installation or repair at the enrolled property that Certified Maintenance would ordinarily carry out as part of its compliance services; and
  - (c) You immediately assume and accept all risks at Law associated with the compliance services provided by Certified Maintenance.
- 8.4 In the circumstance these Terms of Service are terminated and/or suspended by your managing authority, you can choose to undertake this agreement to a new managing authority or self-manage, and indemnify the previous managing authority for any fees payable to Certified Maintenance. This includes, but is not limited to the following:
- (a) Overdue invoices will remain outstanding until payment is received from Residential Rental Provider (RRP) or new managing authority;
  - (b) Rectification works identified to meet compliance will still be required to be completed and approved by the Residential Rental Provider (RRP) or new managing authority;
  - (c) The Residential Rental Provider (RRP) or new managing authority agrees to all terms listed in the Terms of Service.

## **9. GST**

- 9.1 Any taxable invoice received from Certified Maintenance must be paid in full including the GST.
- 9.2 Notices may be hand delivered, sent by pre-paid registered mail or email.

## **10. PROPERTY PROTECTION SERVICE**

- 10.1 This schedule includes the Terms of Service in conjunction with Smoke Alarm Services, Gas Safety and Compliance Services and Electrical Safety and Compliance Services.
- 10.2 For each property that is enrolled into the Property Protection Package you as the owner are provided with the option to select one or more of the Services provided under this schedule as outlined in 10.1.

## **11. SMOKE ALARM & COMPLIANCE SERVICES**

- 11.1 If you or your managing authority engages Certified Maintenance to complete the smoke alarm service, Certified Maintenance will ensure that this service is carried out at least once every (1) year at the enrolled property by a licensed or qualified electrician unless terminated in writing by Certified Maintenance, you or your managing authority.
- 11.2 The smoke alarm inspection will include, but not limited to:
- (a) Each smoke alarm inspected and tested annually for functionality and compliance;
  - (b) Free replacement of batteries in each smoke alarm
  - (c) Free replacement of any faulty or expired smoke alarms;
  - (d) A digital copy of the smoke alarm compliance report which will be issued upon completion of inspection.
  - (e) Free call outs for twelve (12) months for smoke alarm related issues upon completion of initial inspection.
- 11.3 You and your managing authority agree to the following limitations and exclusions:
- (a) FIP linked fire alarms.
- 11.4 You understand and agree Certified Maintenance will be permitted to charge you a call out fee where Certified Maintenance has notified you or your managing authority previously, of further works required which have not been actioned.
- 11.5 and agree Certified Maintenance will be permitted to charge you a call out fee where:
- (a) Certified Maintenance has notified you or your managing authority previously, of further works required which have not been actioned;
  - (b) Faults identified are excluded from the subscription services outlined in these Terms of Service;
  - (c) And/or are not related to our compliance services.
- 11.6 If you, your managing authority or Certified Maintenance cancel the Smoke Alarm Compliance Service this will void any future free call outs and replacements for the respective property.
- 11.7 You understand and permit Certified Maintenance to remove and replace existing smoke alarms if deemed required by Certified Maintenance to perform its obligations and understand that damage either from the removal and/or installation of new smoke alarm may vary and further works may be required to reinstate back into its normal state. Certified Maintenance cannot be held liable for these costs and we will take reasonable measures to keep potential damage to a minimal. Certified Maintenance will also supply you or your managing authority with a complimentary quote.

## 12. ELECTRICAL SAFETY & COMPLIANCE SERVICE

- 12.1 If you or your managing authority engages Certified Maintenance to complete electrical safety service, Certified Maintenance will ensure that this service is carried out at least once every (2) years at the enrolled property by a licensed or qualified electrician unless terminated in writing by Certified Maintenance, you or your managing authority.
- 12.2 The electrical safety inspection will include, but not limited to:
- (a) Electrical safety check of all electrical installations, appliances and fittings provided by the Residential Rental Provider (RRP).
  - (b) A digital copy of the electrical safety & compliance report which will be issued upon completion of inspection.
  - (c) Free call outs for twenty-four (24) months for electrical safety issues relating to an electrical appliance which was included in the electrical safety service.
  - (d) Free replacements of standard parts including safety switches, circuit breakers, power points and switches.
- 12.3 You understand and agree that electrical installations, fittings and appliances must be accessible in order to be included in the scheduled electrical service and must be owned by the Residential Rental Provider (RRP) and excludes any appliances supplied by a tenant residing at the property. Appliances included in our service includes, but not limited to:
- (a) Electric Oven
  - (b) Electric Hot Plates
  - (c) Electric Hot Water Units
  - (d) Electric Range Hoods
  - (e) Electric Heaters
  - (f) Electric Air-Conditioners
- Certified Maintenance bears the right to refuse to conduct the service if these items are in breach of our terms.
- 12.4 You and your managing authority agree to the following limitations and exclusions:
- (b) General faults in electrical appliances, lighting and all inaccessible electrical fittings or fixtures are excluded.
  - (c) Switchboard upgrades are excluded
  - (d) Replacement of faulty safety switches, standard light switches, standard power points, fuses and circuit breakers are included but limited to faults only. Excludes items that have been damaged, discoloured or painted over.
  - (e) All points listed in clause 12.2 (d) are limited to standard ranges only. Excludes specialty ranges including but not limited to Slimline, Iconic, Saturn series, USB points, points with additional switches etc.
  - (f) Permanent or glass light fitting shades and/or chandeliers will not be removed;
- 12.5 You understand and agree Certified Maintenance will be permitted to charge you a call out fee where:
- (a) Certified Maintenance has notified you or your managing authority previously, of further works required which have not been actioned;
  - (b) Faults identified are excluded from the subscription services outlined in these Terms of Service;
  - (c) And/or are not related to our compliance services.
- 12.6 If you, your managing authority or Certified Maintenance cancel the Electrical Safety & Compliance Service this will void any future free call outs and replacements for the respective property.
- 12.7 You understand and permit Certified Maintenance to remove and replace standard parts included in the service if deemed required by Certified Maintenance to perform its obligations and understand that damage either from the removal and/or installation of new replacement parts may vary and further works may be required to reinstate back into its normal state. Certified Maintenance cannot be held liable for these costs and we will take reasonable measures to keep potential damage to a minimal. Certified Maintenance will also supply you or your managing authority with a complimentary quote.

## 13. GAS SAFETY & COMPLIANCE SERVICE

- 13.1 If you or your managing authority engages Certified Maintenance to complete the gas safety service, Certified Maintenance will ensure that this service is carried out at least once every (2) years at the enrolled property by a licensed or registered plumber unless terminated in writing by Certified Maintenance, you or your managing authority.
- 13.2 The gas safety inspection will include, but not limited to:
- (a) Gas safety check of up to three (3) gas installation and fittings in the rented premises. (Additional appliances are charged at \$99+GST per appliance)
  - (b) A digital copy of the gas safety & compliance report which will be issued upon completion of inspection.
  - (c) Pressure retention test of the main gas line into the property (test of gas tightness).
  - (d) Free call outs for twenty-four (24) months for gas safety issues relating to a gas appliance which was included in the electrical safety service.
  - (e) Free replacements of standard parts including thermocouples and protection to synthetic pipework from UV exposure for hot water services. Additional appliances are excluded.
- 13.3 You understand and agree if the property fails a gas and/or carbon monoxide test due to non-compliance, Certified Maintenance bears the right to decommission the line until a replacement or remedial work is carried out in order to meet compliance.
- 13.4 You understand and agree that gas installations, fittings and appliances must be accessible in order to be included in the scheduled gas service and must be owned by the Residential Rental Provider (RRP) and excludes any appliances supplied by a tenant residing at the property. Appliances included in our service includes, but not limited to:
- |  |                              |
|--|------------------------------|
| (a) Cooktop                              | (l) Solar Hot Water          |
| (b) Freestanding Oven                    | (m) Space Heater             |
| (c) Wall Oven                            | (n) Space Heater Room Sealed |
| (d) Ducted Heating (External)            | (o) Gas Log Fire             |
| (e) Ducted Heating (Roof)                | (p) Gas Potbelly             |
| (f) Ducted Heating (Cupboard)            | (q) Wall Furnace             |
| (g) Hot Water Continuous Flow (External) | (r) Wall Furnace Power Flue  |
| (h) Hot Water Continuous Flow (Internal) | (s) Hydronic Heating         |
| (i) Hot Water Storage Tank (External)    | (t) Pool Heating             |
| (j) Hot Water Storage Tank (Internal)    | (u) Main Pressure BBQ        |
| (k) Room Sealed Instantaneous Hot Water  |                              |
- Certified Maintenance bears the right to refuse to conduct the service if these items are in breach of our terms.
- 13.5 You understand and agree Certified Maintenance will be permitted to charge you a call out fee where:
- (a) Certified Maintenance has notified you or your managing authority previously, of further works required which have not been actioned;
  - (b) Faults identified are excluded from the subscription services outlined in these Terms of Service;
  - (c) And/or are not related to our compliance services.
- 13.6 If you, your managing authority or Certified Maintenance cancel the Gas Safety & Compliance Service this will void any future free call outs and replacements for the respective property.
- 13.7 You understand and permit Certified Maintenance to remove and replace standard parts included in the service if deemed required by Certified Maintenance to perform its obligations and understand that damage either from the removal and/or installation of new replacement parts may vary and further works may be required to reinstate back into its normal state. Certified Maintenance cannot be held liable for these costs and we will take reasonable measures to keep potential damage to a minimal. Certified Maintenance will also supply you or your managing authority with a complimentary quote.