

**Certified Maintenance Pty Ltd**  
**Terms of Service**

Please read these terms carefully as they apply to our safety and compliance services including but not limited to smoke alarm, gas and electrical safety and compliance services and, where applicable, other services that we provide at your property. By accepting any or part of our Services you acknowledge and agree to be bound by these terms.

**1. Agreement**

- 1.1 These Terms of Service apply to all of the services provided by Certified Maintenance and are subject to change at any time without notice.
- 1.2 By the Agent acting on your behalf within its capacity as your agent and providing Certified Maintenance with instructions to carry out any of Services to your property you agree to be bound by these Terms of Service.
- 1.3 Instructions provided by you or your Agent within its capacity will complete a contract between Certified Maintenance and you on these Terms of Service.
- 1.4 These Terms of Services are to be read in conjunction with any other Certified Maintenance form, letter or invoice provided by Certified Maintenance to you or your Agent. Any inconsistencies between those documents will be superseded and Terms outlined in this document will apply.

**2. Fees and Payment**

- 2.1 The fees payable by you will be based on the Services provided for your property.
- 2.2 You authorise your Agent to make payment for the Services on your behalf.
- 2.3 Payment for invoices will be due within thirty (30) days of the invoice date unless otherwise specified.
- 2.4 If an invoice remains unpaid for thirty (30) days from the date of invoice Certified Maintenance may in its absolute discretion suspend or terminate the Services and recover all outstanding costs.
- 2.5 Where your property is enrolled into the Property Protection Package, fees will be payable on or around the Commencement Date of your service and on each anniversary of the date.

**3. Suspension and Termination**

- 3.1 You may choose to terminate or suspend the Services for a property enrolled into the Property Protection Package by providing Certified Maintenance with fourteen (14) days written notice from the date that you intend to do so.
- 3.2 Notwithstanding any terms contained in this document, Certified Maintenance may immediately terminate or suspend the Services by providing written notice to you or your agent where any of the following occurs:
  - (a) An invoice issued remains unpaid after the specified due date; or
  - (b) Any of these Terms of Service are breached by you or your Agent; or
  - (c) You or your Agent fail to provide us with all necessary information for us to effectively supply the Services or any products or materials, including without limitation notifying Certified Maintenance of any changes to the information already provided; or
  - (d) You or your Agent fail to provide us with access to the property, including relevant contact details of any tenant residing at the property, keys or right of access; or
  - (e) You or your Agent fail to provide instructions, information, documentation, approvals or authorisations in accordance with the Terms of Service; or

- (f) You or your Agent or tenant advise us that we are not permitted to enter the property due to health concerns; or
- (g) Certified Maintenance or any of its Representatives determine that performing any of the Services to or at the property is unsafe or could cause harm; or
- (h) You have not taken steps in accordance with advice or recommendations provided by Certified Maintenance to ensure that your equipment tested and maintained by us in accordance with these Terms of Service

3.3 If the Services are suspended or terminated for any reason, you acknowledge and agree that:

- (a) Any outstanding payments will be immediately due and payable and Certified Maintenance will be entitled to recover any outstanding payments accrued to the provision of the Services provided;
- (b) Certified Maintenance accepts no risk regarding your compliance obligations at Law in relation to any test, installation, repair or ongoing maintenance at the Property that Certified Maintenance is required to carry out as part of the Services; and
- (c) You immediately assume and accept all risks at Law associated with the Services provided by Certified Maintenance.

**4. Customer Warranties**

- 4.1 You warrant to Certified Maintenance that:
  - (a) All of the information given to Certified Maintenance by you or your Agent in connection with these Terms of Service is correct and is not by content or omission misleading;
  - (b) You are the owner of the Property and your Agent is the authorised agent of the Property;
  - (c) You are entitled to request the Services in relation to the Property; and
  - (d) In being bound by these Terms of Service you or your Agent have not relied upon any representation or statement made by Certified Maintenance or any of its Representatives.
- 4.2 You must indemnify and keep Certified Maintenance harmless from all costs, claims, damage, fines, expenses and loss suffered by you or your Agent as a result of any breach of the warranties in clause 4.1.

**5. Agreed Liabilities**

- 5.1 The extent of our obligations with respect of the Services is to ensure they are:
  - (a) Provided with acceptable care and skill or technical knowledge and taking all necessary steps to avoid loss and damage;
  - (b) Be delivered within a reasonable time when there is no agreed end date;
  - (c) Certified Maintenance is liable for any damage caused by negligence of Certified Maintenance to the property during performing the Services;
  - (d) If you have contributed to any loss or damage you are claiming against us, our liability is reduced to the extent of the contribution.
- 5.2 Subject to your rights under Australian Consumer Law or any other applicable legislation which cannot be lawfully

excluded or limited by these Terms of Service, you acknowledge and agree;

- (a) We do not give any warranty nor accept liability in relation to the performance or non-performance of the Services outside of the Statutory Warranties, and if any warranty would be implied by law, custom or otherwise, that warranty is excluded to the fullest extent permitted by law;
- (b) 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 Agent.
- (c) Events such as the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorised access, theft, operator errors, severe weather, earthquakes or natural disasters, strikes or other labour problems, wars, or governmental restrictions;

## 6. Notices

- 6.1 Any notice must be addressed to the relevant party and provided in writing at the address last notified.
- 6.2 Notices may be hand delivered, sent by pre-paid registered mail or email.
- 6.3 Notices sent by pre-paid registered mail will be taken to be received on the third Business Day after posting.

## 7. GST

- 7.1 You must pay GST on any taxable invoice supplied by Certified Maintenance to you under these Terms of Service. The payment of GST is in addition to any other consideration payable by you for a taxable supply.
- 7.2 Notices may be hand delivered, sent by pre-paid registered mail or email.

## 8. Property Protection Package

- 8.1 This schedule includes the Terms of Service in conjunction with Smoke Alarm Services, Gas Safety and Compliance Services and Electrical Safety and Compliance Services.
- 8.2 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 8.1.

## 9. Smoke Alarm Services

- 9.1 If Certified Maintenance have been engaged by you or your Agent to provide this Service, Certified Maintenance will ensure that the Service will be conducted annually at the enrolled property until terminated in writing by Certified Maintenance, you or your Agent. (subject to you or your Agent's fulfillment of your obligations under these Terms of Service)
- 9.2 The Service may, subject to agreement between Certified Maintenance and you or your Agent, include but not limited to:
  - (a) Conducting an annual maintenance check on each smoke alarm, which includes cleaning, conducting smoke and button tests and checking status relative to each smoke alarm's expiry period;
  - (b) Replacing the battery in each smoke alarm at the property;

- (c) Assessing positioning and functionality of each smoke alarm at the property against requirements at Law and identification of any installed smoke alarm that is excess to such requirements;
- (d) Replacing or rectifying non-compliant, faulty or expired smoke alarms (excluding excess smoke alarms and FIP linked smoke alarms). If a subsequent visit is required, this will be booked and call out fee will not be charge; and
- (e) Create a report in respect of each Smoke Alarm Service and maintaining a photo database including time, date and location of all smoke alarms at the property.

- 9.3 Certified Maintenance agree to provide no call out fees for twelve (12) months following each Service provided by Certified Maintenance to the property.
- 9.4 Notwithstanding clause 9.3, Certified Maintenance will be entitled to charge to you a call out fee where Certified Maintenance is aware or becomes aware that the call out is in respect of FIP link smoke alarms or any additional scope of works not outlined or allowed for within the Property Protection Package.
- 9.5 In the event that these Terms of Service are terminated for whatever reason, clause 9.3 is void and will cease to apply immediately.
- 9.6 You allow Certified Maintenance to remove and relocate existing and already installed smoke alarms if deemed necessary by Certified Maintenance and acknowledge that residual damage either from the installation or resulting from the relocation or replacement of the smoke alarm may vary including but not limited to plaster damage or paint discolouration. Reasonable efforts will be made to avoid causing any further damage however you agree that you will not hold Certified Maintenance liable for any costs associated with the repair of any damage at the property caused by Certified Maintenance outside of control in order to allow Certified Maintenance to perform its obligations and the Service.

## 10. Gas Safety & Compliance Service

- 10.1 If Certified Maintenance have been engaged by you or your Agent to provide this Service, Certified Maintenance will ensure that the Service will be conducted at least once every (2) years at the enrolled property by a licensed or registered plumber until terminated in writing by Certified Maintenance, you or your Agent (subject to you or your Agent's fulfillment of your obligations under these Terms of Service).
- 10.2 The Service may, subject to agreement between Certified Maintenance and you or your Agent, include but not limited to:
  - (a) Pressure retention test of the main gas line into the Property (test of gas tightness);
  - (b) Gas and carbon monoxide check in respect of Gas Appliances;
  - (c) A service, maintenance check and where applicable a safety spillage check (carbon monoxide analyser and negative pressure test);
  - (d) The Service includes and limited to a single gas cooktop, hot water system and gas heater. Additional appliances are subject to further charges.
  - (e) Properties with a single gas appliance may be eligible for a discounted rate.
- 10.3 You acknowledge and agree that if Certified Maintenance determines that the Gas Appliance or gas fitting line is unsafe or non-compliant, the Gas Appliance or gas fitting line will be decommissioned until a replacement is made or remedial work is carried out.

- 10.4 You acknowledge and agree that gas installations, fittings and appliances must be accessible in order to be included in the scheduled gas service.
- 10.5 For each property that has received the Scheduled Gas Service (and is not an Excluded Property), call outs for all Gas Appliance breakdowns including thermocouple replacements and pilot light relights (Gas Protection) will be provided at no charge to the owner for 24 months, excluding recurring faults in a Gas Appliance if recommended rectification of the fault is declined by the owner.
- 10.6 If a property is or becomes an Excluded Property in respect of the Gas Services for any reason, the Property Protection warranty is void from that date.
- 10.7 In the event that these Terms of Service are terminated for whatever reason by Certified Maintenance, you or your agent, clause 10 will cease to apply immediately.
- 10.8 Reference to Gas Appliance means a gas appliance supplied by you at your property (and excludes any appliance supplied by a tenant residing at your property), and includes but not limited to:
- (a) Cooktop
  - (b) Freestanding Oven
  - (c) Wall Oven
  - (d) Ducted Heating (External)
  - (e) Ducted Heating (Roof)
  - (f) Ducted Heating (Cupboard)
  - (g) Hot Water Continuous Flow (External)
  - (h) Hot Water Continuous Flow (Internal)
  - (i) Hot Water Storage Tank (External)
  - (j) Hot Water Storage Tank (Internal)
  - (k) Room Sealed Instantaneous Hot Water
  - (l) Solar Hot Water
  - (m) Space Heater
  - (n) Space Heater Room Sealed
  - (o) Gas Log Fire
  - (p) Gas Potbelly
  - (q) Wall Furnace
  - (r) Wall Furnace Power Flue
  - (s) Hydronic Heating
  - (t) Pool Heating
  - (u) Main Pressure BBQ
- 11. Electrical Safety Services**
- 11.1 If Certified Maintenance have been engaged by you or your Agent to provide this Service, Certified Maintenance will ensure that the Service will be conducted annually at the enrolled property until terminated in writing by Certified Maintenance, you or your Agent. (subject to you or your Agent's fulfillment of your obligations under these Terms of Service)
- 11.2 The Service may, subject to agreement between Certified Maintenance and you or your Agent, include but not limited to:
- (a) Electrical safety and compliance check in respect of all electrical installations and fittings and applicable electrical appliances at least every 24 months delivered by or under the supervision of a qualified electrician;
  - (b) A thorough switchboard inspection including a condition and safety check, insulation resistance test and RCD/safety switch test;
  - (c) All accessible power points check including earth loop and polarity tests; and
  - (d) Safety check of the electrical appliances at the property including assessing damage to plugs, leads and casings.
- 11.3 You acknowledge and agree that electrical installations, fittings and appliances must be accessible in order to be included in the scheduled electrical service.
- 11.4 Certified Maintenance will not provide the service to an electrical appliance, installation or fitting that:
- (a) Is not owned by you;
  - (b) Is located in the roof space, on the roof or under the property;
  - (c) Is not accessible or is obscured and unable to be moved without the risk of damage or injury;
  - (d) Is located 2.5 metres above floor/ground level;
  - (e) Prevents Certified Maintenance from provide the service safely and effectively in accordance with its obligation under any Law.
- 11.5 Certified Maintenance reserves the right to refuse to provide the service at the property for the purposes of this clause 11.4 at any time.
- 11.6 You and your Agent agree to the following limitations and exclusions:
- (a) General faults in electrical appliances, lighting and all inaccessible electrical fittings or fixtures are excluded.
  - (b) Switchboard upgrades are excluded
  - (c) 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.
  - (d) All points listed in clause 10.6 (a) are limited to standard ranges only. Excludes specialty ranges including but not limited to Slimline, Iconic, Saturn series, USB points, points with additional switches.
  - (e) Permanent or glass light fitting diffusers will not be removed to assess globe ratings; and
  - (f) No electrical installations, fittings or electrical appliances will be opened during the inspections other than the switchboard.
- 11.7 Reference to Electrical Appliances means an electrical appliance supplied by you at your property (and excludes any appliance supplied by a tenant residing at your property), and 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
- 11.8 Certified Maintenance agrees to provide no call out fees for 24 months following each Service provided by Certified Maintenance to the property where the call out is in relation to an electrical safety issue relating to an electrical appliance which was subject to the service provided by Certified Maintenance including switchboards, power points or switch faults.
- 11.9 Where a call out relates to any faults in the electrical appliance, lighting and all inaccessible electrical fittings or fixtures subject to the Service, Certified Maintenance need not comply with clause 11.8.
- 11.10 In the event that these Terms of Service are terminated for whatever reason, clause 11.8 is void and will cease to apply immediately.