

SERVICE TERMS AND CONDITIONS

Terms and Conditions

By using ASQB Pty Ltd ABN 37 167 684 166 trading as ASQB (herein collectively referred to in this document as 'ASQB', 'We', 'Our', and/or 'Us') services ('Services') you acknowledge that you have read and understood these terms and conditions ('Terms and Conditions') and agree to be bound by them.

Access to and use of any information provided in Our materials or on this website and dealings made with ASQB are conditional upon your acceptance of these Terms and Conditions.

We recommend that you read these Terms and Conditions carefully and print out and keep a copy of them for your future reference. By using Our site or any of Our Services, you confirm that you accept these Terms and Conditions and that you agree to comply with them. If you do not wish to accept any part of these Terms and Conditions then you may not use Our Services or website or any of Our associated applications.

By using Our Services, you warrant to Us that:

You will not use any of Our material or information on Our website for any purpose that is unlawful or prohibited by these Terms and Conditions;

You are at least eighteen (18) years old and have the legal authority to use this website in accordance with these Terms and Conditions;

You agree to be financially responsible for all charges, fees and other sums of whatever nature which arise out of your use of Our Services or Our website; and

All information that you provide about yourself and about anyone else is true and accurate.

Please note that all of the prices as detailed in these Terms and Conditions are inclusive of GST. The prices and services stipulated do not cover price increases caused as a result of any amendment to the current legislation or regulations.

Window Safety Compliance Service

Purpose –To ensure originally installed safety device continue to function as intended, meeting ALL legal requirements in accordance with Part 4 section 30 of the Strata Schemes Management Regulation - Window Safety Devices. High risk windows within non-strata titled buildings will be assessed in accordance with NSW department fair trading guidelines or the Building Code Australia (depending on the buildings age)

Assessment of unlimited amount of high-risk windows - The flat rate fee will cover the assessment of an unlimited quantity of high risk windows within each lot/ unit/ house.

Free device alterations/ adjustments - If a safety device requires minor adjustments for compliance this will be carried out on the spot with no additional charges. ASQB's skilled technicians will determine the adjustment requirements. If beyond repair for compliance requirements a new device will be installed and charged accordingly.

Free Key replacement - ASQB stocks 90% of the most commonly used window lock keys. Free key replacement is only applicable for keys ASQB have in stock. In all other instances the safety device will be removed and replaced. This new safety device will be charged accordingly.

Free Window Condition Report - If a window requires maintenance to better improve the buildings efficiency, we will report these to you along with the costings to rectify.

Free re-attendance visits - Free re-attendance within the year if an ASQB certified device becomes faulty and requires attention. However, if the issue is due to user error, device misuse or conditions outside of ASQB's control a call out fee from \$110 (+GST) + rectification charges will be applied.

Specific Limitations on the Service - The Service will not address the structural integrity of the window, Assessment of glass, Issues relating to fire safety

Certification All safety devices are certified upon installation/ assessment, ASQB takes no responsibility following installation as a result of misuse or

negligence.

ASQB will not be liable for any misuse, damage, removal or deactivation of safety device

Failed Assessment Results - If a window fails to meet legal requirements, the technician will install the best suited safety device on the spot (time permitting). Newly installed devices will be charged from \$39 (+GST) in addition to the flat rate service fee. If the schedule does not allow sufficient time for these works, an additional appointment will be arranged before certification can be signed off. (This from \$39 (+GST) device fee does not include works to cast iron, steel window frames) A separate quote will be provided for windows constructed of this material.

ASQB can only assess windows in which we have access to. If access to specific windows are denied or obstructed e.g. A washing machine is stacked in front of window or there is a locked off section of the unit/lot or premises, the window/s will be recorded as pending assessment. The full inspection fee will be charged in this instance. If it's required that ASQB return to assess the pending window/s a call out fee from \$110 (+GST) will apply.

New Device installation - When required ASQB will install/replace safety devices. ASQB will install a safety device to deliver the highest level of safety and ensure full compliance. The installation of a new device will incur charges from \$39 (+GST) per device. ASQB technicians will select the most suitable device, due to a multitude of variations we cannot guarantee a colour match with other safety devices or the window frame.

What we require from residents - Whilst ASQB technicians are very cautious in instances where window coverings (blinds, flyscreens etc.) need to be removed and replaced, we take no responsibility for any damage caused. It is advised you draw blinds, pullback curtains etc prior to the technicians visit. We ask that furniture be moved back a minimum of 60cm from windows, and window sills be cleared. ASQB will not be held liable if these items are not removed and damage is caused. Overtime flyscreens and associated hardware become brittle. ASQB will not take responsibility for any damage caused to flyscreens.

Exempt/ Unaffected units consisting 0 high risk windows - In the event ASQB is called upon to inspect a premises with 0 high risk windows, the full

inspection fee WILL be applicable. In return ASQB will inspect, confirm and provide an Exemption certificate for record keeping purposes. If the executive committee/ landlords/ managers identify their premises as exempt and do not want ASQB to carry out an inspection for confirmation this MUST be clearly stated in writing within the issued work order.

Common area windows - Common area windows will be inspected and charged at a per window rate. This rate is from \$18/ window.

Additional call out charges Units/ lots/ premises who fail to provide access on the scheduled day will be charged a call out fee from \$110 (+GST) for re-attendance. This call out fee is in addition to the flat rate service fee. And is only charge once per revisit. Re-attendance to assess windows originally obstructed or denied access will incur a call out fee from \$110 (+GST).

Smoke Alarm Compliance Service

Purpose – To inspect, replace, maintain and or report on the working order of smoke alarms according to section 146A of the Environmental Planning and Assessment Act 1979.

Free replacement of 9 volt smoke alarms – This service will replace any faulty, damaged, missing or expired 9 volt smoke alarms required for compliance at no additional charge.

Additional charges - 240 volt (hard wired) smoke alarms can be replaced, upon request, at an extra charge by an electrical contractor. 10 year battery operated photoelectric smoke alarms that fail assessment (within NSW) will be replaced with a free 9 volt smoke alarm. By request, a new 10 year battery photoelectric smoke alarm can be supplied and installed, this will incur an \$89/ alarm charge. Interconnected alarm systems can be installed by request, the supply and installation of interconnected alarms will incur additional charges.

Unlimited re-attendance visits – Applicable to annual subscription service packages only. In the event an ASQB certified alarm becomes faulty or

sounds a low battery signal. ASQB will return, fix or replace smoke alarms with no additional charges for the 12 months following certification.

Service Limitations – ASQB reserves the right to replace faulty, expired, missing or damaged smoke alarms with an alternative brand to that of the original smoke alarm. ASQB will not cover the cost of faulty electrical wiring, old fixing holes within ceiling lining. Alarms that fail assessment and are NOT required by law will be removed (if not hardwired) and left on the premises. The replacement of these alarms are by request only and will incur additional charges.

Smoke Alarm Competitor Takeover Scheme

Purpose – To enrol a property prior to its 12 month anniversary with competitor. Offering the full service benefits of our \$99 Annual Platinum Smoke Alarm Services without charge. All service Terms and Conditions for the Smoke Alarm Compliance Service are applicable during the takeover free period.

Breaking agreement - Properties that cancel their annual subscription service within the free take over period will be charged a one-off cost of ninety-nine dollars \$99 to cover the costs for services delivered within the free period.

Methamphetamine / Meth Residue Test

Purpose – Test for the presence of methamphetamine residues.

Service Limitations - The presence of other harmful drugs or even some of the precursor chemicals used in the manufacture of methamphetamine may not be detected by the tests performed. A negative test result will show that no detectable levels of methamphetamine residues were present. However an area that has been well cleaned or remediated may produce a negative result. Positive result indicates the presence of residues but will not show the extent of contamination.

Additional Charges – Environments that return a positive residue test will require additional (extensive) testing to obtain actual readings

Safety Switch Assessment

Purpose – Assessment and reporting of all residual-current device (RCD)

Service Limitations - The correction, alteration or maintenance of failed assessment is not included within this service cost.

This service is only offered in conjunction with one of our annual compliance services (window safety device or smoke alarm assessment).

Water Efficiency measurement

Purpose – Assess water efficiency standard (including leaking taps) Report the results.

Service Limitations – The correction, alteration or maintenance of failed assessment is not included within this service cost.

This service is only offered in conjunction with one of our annual compliance services (window safety device or smoke alarm assessment).

Corded Internal Window Covering CIWC Compliance Service

Purpose – Make safe and certification of all CIWC.

Service inclusions – Assessment and when required the installation of safety device and warning labels. The issue of certification including photographic evidence of complying CIWC.

Failed assessment – In the event a CIWC fails assessment, we will install a suitable device to ensure compliance.

Service Limitations - In the event a CIWC is beyond repair/ make good, or the works required are outside of ASQB's scope, they will remain pending, a report will be returned to the client with supporting evidence. ASQB's service fee WILL be still be applicable on these rare occasions.

The CIWC service is only offered in conjunction with one of our annual

compliance services (window safety device or smoke alarm assessment).

Additional Charges/ Cancellation Policy/ Payment terms/ Warranty

Subscription arrangement The subscription arrangement is **NOT a locked** in contract and can be cancelled at any time. However, if cancellations occur within 14 days of our scheduled arrival date the client will be subjected to the below **cancellation policy**.

Cancellation Policy

All cancellations must be received in writing a minimum of 14 days prior to the scheduled arrival date, otherwise you will be charge a cancellation fee as below.

- 10% of your total amount will be charged if you cancel or make any changes from 14 to 8 days prior to your scheduled arrival date
- 30% of your total amount will be charged if you cancel or make any changes from 7 to 3 days prior to your scheduled arrival date
- 50% of your total amount will be charged if you cancel or make any changes from 2 days prior to your scheduled arrival date
- 70% of your total amount will be charged if you cancel or make any changes 1 day prior to your scheduled arrival date
- 80% of your total amount will be charged if you cancel or make any changes on your scheduled arrival date or No show

Rates and price variations Rates and service prices are subject to change without notice

Payment terms All Invoices are due for payment 14 days from date of issue. In the event a work order is not fully completed due to conditions outside of ASQB's control (e.g. limited access) the client will receive an invoice for works carried out to date. This invoice must be paid within the 14 day payment period and NOT placed on hold until the balance of works are completed. The remaining works will be completed and invoiced separately.

Warranty ASQB provides a 12-month warranty on all workmanship. Safety

Device warranty is limited to the manufacturer's conditions. ASQB will not be responsible for any loss, injury or damage as a result of any manufacturing defect in the window lock unit. Full liability remains the responsibility of the manufacturer. Any existing damage to windows, holes etc remaining from the removal of a non-complying safety device, are not the responsibility of ASQB. The responsibility of maintaining window safety devices will remain the responsibility of the adult residents in each dwelling. ASQB takes no responsibility for a device that is misused or tampered with by a resident. ASQB recommends the annual re-inspection of all window safety devices to ensure all devices uphold their compliance. All devices meet regulation requirements at time of installation. ASQB takes no responsibility for any injuries sustained following installation, as a result of resident misuse or negligent.

REWARDS MEMBER TERMS

These Rewards Member Terms, together with any Rewards Member Form (defined in clause 1), set out the agreement (this 'Agreement') under the terms of which ASQB PTY. LTD. ABN 37 167 684 166 (ASQB) provides the Offer (defined in clause 3) to you or the company which you represent (the 'Rewards Member').

1. REWARDS MEMBER FORM, THIS AGREEMENT, THE SERVICE AGREEMENT

(a) These Rewards Member Terms will apply to the Rewards Member's claim of the Offer from ASQB, including being incorporated in all agreements, quotations or orders under which ASQB is to provide an offer or cashback promotion to the Rewards Member (each a 'Rewards Member Form') together with any additional terms included in such Rewards Member Form (provided such additional terms are recorded in writing).

(b) The Rewards Member will be taken to have accepted this Agreement if the Rewards Member accepts a Rewards Member Form, or if the Rewards Member orders or accepts an offer provided by ASQB after

receiving or becoming aware of this Agreement or these Rewards Member Terms.

(c) In the event of any inconsistency between these Rewards Member Terms and any Rewards Member Form, the clauses of these Rewards Member Terms will prevail to the extent of such inconsistency, except that any "Special Conditions" (being terms described as such in a Rewards Member Form) will prevail over these Rewards Member Terms to the extent of any inconsistency.

(d) ASQB and the Rewards Member have a written agreement in place for the provision of the Services (Service Agreement), and the terms of the Service Agreement will prevail over these Rewards Member Terms to the extent of any inconsistency.

2. TERM

(a) These Rewards Member Terms commence on the Start Date specified in a Rewards Member Form and will continue for the initial Offer Period specified in an Order Form (Initial Term) and any Renewal Terms pursuant to clause 2(b), unless terminated earlier in accordance with this agreement (the Term).

(b) Upon expiration of the Initial Term, if the Services are still being provided to the Rewards Member, this Agreement will automatically renew for successive annual periods (each a Renewal Term) unless either party provides notice that the agreement will not automatically renew with 14 days' written notice prior to the expiration of the Initial Term or the then-current Renewal Term.

3. OFFER

(a) In consideration for the payment of the fees the Rewards Member is obliged to pay under each Service Agreement (Fees), and subject to the Rewards Member's compliance with the terms of this Agreement and each Service Agreement, ASQB will provide the Rewards Member with the Offer set out in a Rewards Member Form (Offer).

(b) Unless otherwise agreed in writing, ASQB may, in its absolute discretion:

(i) not provide the Offer, or any part of an Offer, until the Rewards Member has paid any Fees payable to ASQB;

(ii) withhold delivery of any part of the Offer until the Rewards Member has paid an invoice in respect of such Fees; and

(iii) not provide the Offer, or any part of an Offer, until the Rewards Member has remedied any breach of this Agreement, or of any other agreement it has in place with ASQB, on ASQB's request.

(c) Subject to this Agreement, and unless otherwise agreed by the parties in writing, the Offer will be paid to the Rewards Members by means of the Offer Payment Method.

(d) The Offer will not be provided in respect of, and the Annual Offer Amount will not be calculated with respect to:

(i) any services in addition to the Services set out in the Rewards Member Form; or

(ii) any Services in relation to which ASQB has already provided any other offer.

4. REWARDS MEMBER OBLIGATIONS

4.1 PROVIDE INFORMATION AND LIAISON

(a) The Rewards Member must provide ASQB with all documentation, information and assistance reasonably required for ASQB to provide the Offer, including by providing ASQB with their bank details for direct deposit of the cash back.

(b) The Rewards Member agrees to liaise with ASQB as it reasonably requests for the purpose of enabling ASQB to provide the Offer.

(c) The Rewards Member must ensure that all documentation, information and assistance provided to ASQB, including banking information, is correct, complete and up-to-date.

4.2 COMPLY WITH OTHER AGREEMENTS

The Rewards Member must comply with the terms of all other written agreements it has in place with ASQB for the Term, including each Service Agreement.

4.3 EXPENSES

The Rewards Member will bear all expenses it incurs in relation to claiming or applying for the Offer, including any costs in relation to accessing ASQB's website, making telephone enquiries or any bank fees incurred in relation to receiving the Offer.

4.4 SUBSTITUTION OR WITHDRAWAL

ASQB may withdraw or substitute all or part of the Offer with another offer of equal or greater value at the ASQB's discretion.

4.5 TAX

Any tax liability arising out of this Agreement or the Offer is the responsibility of the Rewards Member.

5. WARRANTIES

(a) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this Agreement or a Rewards Member Form are excluded.

(b) Where any law (including the Competition and Consumer Act 2010 (Cth)) implies a condition, warranty or guarantee which may not lawfully be excluded, then, to the maximum extent permitted by applicable law, ASQB's liability for breach of that non-excludable condition, warranty or guarantee will, at ASQB's option, be limited to:

(i) in the case of goods, their replacement or the supply of equivalent goods or their repair; and

(ii) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

6. LIMITATION OF LIABILITY

To the maximum extent permitted by law, ASQB's liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims are for economic loss, or for personal injury or other damage) arising under or in connection with this Agreement:

(a) is totally excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits and loss of goodwill (except to the extent this liability cannot be excluded under the Competition and Consumer Act 2010 (Cth)); and

(b) is limited, insofar as concerns other liability, to the total money paid to the Rewards Member under this Agreement as at the date the event giving rise to the relevant liability occurred (or, where there are multiple events, the date of the first such event).

Nothing in this agreement is intended to limit the operation of the Competition and Consumer Act 2010 (Cth).

7. INDEMNITY

The Rewards Member indemnifies ASQB from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:

- (a) any breach of this Agreement by the Rewards Member; or
- (b) any negligent, fraudulent or criminal act or omission of the Rewards Member or its personnel.

8. TERMINATION

8.1 TERMINATION FOR CONVENIENCE

Either party may terminate this agreement on 14 days' written notice to the other party.

8.2 TERMINATION BY ASQB

ASQB may terminate this Agreement in whole or in part immediately by written notice to the Rewards Member if:

- (a) the Rewards Member is in breach of any term of this Agreement;
- (b) the Rewards Member is in breach of any term of any other agreement the Rewards Member has in place with ASQB, including any Service Agreement;
- (c) the Rewards Member acts in a manner which may interfere with, disrupt or create undue burden on ASQB or the Offer (in ASQB's reasonable opinion);
- (d) the Rewards Member acts, or attempts to act, in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity; or
- (e) the Rewards Member becomes subject to any form of insolvency or bankruptcy administration.

8.3 TERMINATION BY THE REWARDS MEMBER

The Rewards Member may terminate this Agreement in whole or in part by written notice to ASQB if:

- (a) if ASQB has committed a material breach of this Agreement and has failed to remedy the breach within 14 days after receiving written notice from the Rewards Member; or

(b) if ASQB consents to such termination, subject to the Rewards Member's fulfillment of any pre-conditions to such consent.

8.4 SURVIVAL

Any provision of this Agreement which, by its nature, would reasonably be expected to be performed after the termination, shall survive and be enforceable after such termination, including without limitation clauses 4 - 8.

9. DISPUTE RESOLUTION

(a) The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this Agreement prior to commencing any proceedings.

(b) If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party or, if the party is an individual, that individual.

(c) The parties acknowledge that compliance with this clause 9 is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except:

- (i) in the case of applications for urgent interlocutory relief; or
- (ii) a breach by another party of this clause 9.

10. NOTICES

10.1 FORM OF NOTICE

A notice or other communication to a party under this Agreement must be:

- (a) in writing and in English; and
- (b) addressed to that party to:
 - (i) the postal address of that party; or
 - (ii) the email address of that party that has been regularly used by the parties to correspond during the term of this Agreement (unless such email address is known to be inactive by the party giving notice).

10.2 HOW NOTICE MUST BE GIVEN

A notice must be given by one of the methods set out in the table below and is regarded as given and received at the time set out in the table below.

Method	When Notice is regarded as given and received
By hand	On delivery
By pre paid post in the same country	On the third business day after the date of posting
By pre paid post in another country	On the fifth business day after the date of posting by airmail
By email to the nominated email address	Unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address, 24 hours after the email was sent.

11. GENERAL

11.1 GOVERNING LAW

This Agreement is governed by the law applying in New South Wales, Australia.

11.2 JURISDICTION

Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

11.3 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of each other party (such consent not to be unreasonably withheld).

11.4 RELATIONSHIP

(a) Nothing contained in this Agreement creates an agency, partnership, joint venture or employment relationship between ASQB and the Rewards Member or any of their respective employees, agents or contractors.

(b) Neither party nor any person acting on its behalf may hold itself out as being entitled to contract or accept payment in the name of or on account of the other party.

11.5 AMENDMENTS

This Agreement may only be amended by a document signed by each party.

11.6 WAIVER

No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

11.7 FURTHER ACTS AND DOCUMENTS

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to this Agreement.

11.8 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this Agreement.