



SERVICE TERMS AND CONDITIONS

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SERVICE TERMS AND CONDITIONS

ASQB Pty Ltd General Terms of Service

Last Updated: [22.02.2024]

1. Acceptance of Terms

By accessing or using the services provided by ASQB Pty Ltd ("ASQB"), including but not limited to window and door repairs and replacements, you agree to be bound by these Terms of Service. If you do not agree to these terms, please refrain from using our services.

2. Services Overview

ASQB provides window and door repair services to residential and commercial clients. Our services include but are not limited to diagnostics, compliance, repairs, replacements, and maintenance of windows and doors.

3. Service Quotes and Estimates

Clients' will be provided with a precise quote for the requested service(s) based on the information provided to ASQB at the time of quoting. Actual costs may differ depending on the final scope of work carried out.

The quoted prices from ASQB are valid for 30 days starting from the date of issuance. After the expiration of this 30-day period, prices are subject to change

4. Scheduling and Appointments

ASQB will make every effort to adhere to agreed-upon schedules and appointment times, however unforeseen circumstances may cause delays. In such cases, ASQB will communicate any changes promptly.

5. Cancellation Policy

At ASQB, we understand that circumstances may arise where clients need to cancel their scheduled appointments or projects. We strive to accommodate such situations while also ensuring fairness to both parties. Therefore, we have established the following cancellation policy:

- a) ASQB reserves the right to charge a cancellation fee equivalent to a portion of the scheduled service cost for appointments cancelled without sufficient notice.
- b) Clients are kindly requested to provide at least 48 hours' notice for any appointment cancellations or rescheduling requests.
- c) Cancellations made within 24 hours of the scheduled appointment time will incur a cancellation fee.



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- d) The cancellation fee is equivalent to the cost of the service call out portion of the scheduled service cost, starting from \$145 per technician scheduled for your job.
- e) Clients must communicate their cancellation requests promptly by contacting ASQB Pty Ltd via phone or email.

6. Payments and Invoicing

All invoices issued by ASQB are generated in accordance with the Building and Construction Industry Security of Payment Act 1999 (NSW). This act governs the payment processes within the construction industry to ensure fair and timely payments.

Payment for services is due within 14 days of invoice issuance. Late payments may incur additional charges. Invoices will clearly outline the services provided and associated costs.

7. Warranty

ASQB provides a 12-month warranty on all workmanship. The warranty covers defects in workmanship but does not cover damage caused by misuse, negligence, or natural disasters.

Hardware, parts, glass, and replacement windows and doors are limited to the manufacturer's warranty. ASQB will not be responsible for any loss, injury or damage as a result of any manufacturing defect. Full liability remains the responsibility of the manufacturer.

Access Equipment Exclusion Clause

This warranty covers workmanship and approved components supplied and installed by ASQB. It ensures the repair or replacement of faulty materials or workmanship within the applicable warranty period, subject to the terms outlined herein.

Please note: This warranty does not include the cost of access equipment or specialised access methods (including but not limited to swing stage, boom lift, rope access, or scaffold) that may be required to undertake warranty-related inspections, servicing, or rectification works.

Where such equipment is required, the associated costs will be assessed and quoted separately. These charges will be payable by the client unless otherwise agreed in writing.

8. Liability

ASQB is not liable for any indirect, incidental, special, or consequential damages arising from the use of our services.

While we do our utmost to provide high-quality repairs, we cannot assume responsibility for any pre-existing conditions or subsequent issues related to the serviced windows and doors.



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9. Termination of Services

ASQB reserves the right to terminate services if a client violates these terms or engages in any inappropriate behaviour. Termination will be at the discretion of ASQB, and any outstanding payments will still be due.

10. Changes to Terms

ASQB reserves the right to modify or update these Terms of Service at any time. Continued use of our services constitutes acceptance of the revised terms.

By engaging ASQB's window and door repair services, you acknowledge that you have read, understood, and agree to these Terms of Service. If you have any questions or concerns, please contact us at service@asqb.com.au

ASQB Pty Ltd Window and Door Repairs Terms of Service

Last Updated: [22.02.2024]

1. Acceptance of Terms

By accessing or using the services provided by ASQB Pty Ltd ("ASQB"), including but not limited to window and door repairs, you agree to be bound by these Terms of Service. If you do not agree to these terms, please refrain from using our services.

2. Service Overview for Window and Door Repairs

ASQB provides residential window repair services, including diagnostics, repairs, replacements, and maintenance for homeowners. Services are tailored to address issues commonly found in residential and commercial windows.

3. Service Quotes and Estimates for Window and Door Repairs

Clients' will be provided with a precise quote for the requested service(s) based on the information provided to ASQB at the time of quoting. Actual costs may differ depending on the final scope of work carried out.

The quoted prices from ASQB are valid for 30 days starting from the date of issuance. After the expiration of this 30-day period, prices are subject to change.

4. Payments and Invoicing for Window and Door Repairs

Payment for window and door repair services is due upon completion of works. Invoices will provide a detailed breakdown of costs, including materials, labour, and any additional services required. ASQB will only charge for works carried out.



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All invoices issued by ASQB are generated in accordance with the Building and Construction Industry Security of Payment Act 1999 (NSW). This act governs the payment processes within the construction industry to ensure fair and timely payments.

Payment for services is due within 14 days of invoice issuance. Invoices will clearly outline the services provided and associated costs.

5. Cancellation Policy

At ASQB Pty Ltd, we understand that circumstances may arise where clients need to cancel their scheduled appointments or projects. We strive to accommodate such situations while also ensuring fairness to both parties. Therefore, we have established the following cancellation policy:

ASQB reserves the right to charge a cancellation fee equivalent to a portion of the scheduled service cost for appointments cancelled without sufficient notice. Clients are kindly requested to provide at least 48 hours' notice for any appointment cancellations or rescheduling requests.

- a) Cancellations made within 24 hours of the scheduled appointment time will incur a cancellation fee.
- b) The cancellation fee is equivalent to the cost of the service call out portion of the scheduled service cost, starting from \$145 per technician scheduled for your job.
- c) Clients must communicate their cancellation requests promptly by contacting ASQB Pty Ltd via phone or email.

6. Warranty

ASQB provides a 12-month warranty on all workmanship. The warranty covers defects in workmanship but does not cover damage caused by misuse, negligence, or natural disasters.

Hardware, parts, glass, and replacement windows and doors are limited to the manufacturer's warranty. ASQB will not be responsible for any loss, injury or damage sustained as a result of any manufacturing defect. Full liability remains the responsibility of the manufacturer

Access Equipment Exclusion Clause

This warranty covers workmanship and approved components supplied and installed by ASQB. It ensures the repair or replacement of faulty materials or workmanship within the applicable warranty period, subject to the terms outlined herein.

Please note: This warranty does not include the cost of access equipment or specialised access methods (including but not limited to swing stage, boom lift, rope access, or scaffold) that may be required to undertake warranty-related inspections, servicing, or rectification works.



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Where such equipment is required, the associated costs will be assessed and quoted separately. These charges will be payable by the client unless otherwise agreed in writing.

7. Liability

ASQB is not liable for any indirect, incidental, special, or consequential damages arising from the use of our services.

While we do our utmost to provide high-quality repairs, we cannot assume responsibility for any pre-existing conditions or subsequent issues related to the repaired windows and doors.

ASQB Pty Ltd - Water Ingress Issue Resolution – Disclaimer and Conditions of Service

Last Updated: [20.09.2024]

1. Acceptance of Terms

By accessing or using the services provided by ASQB Pty Ltd ("ASQB"), including but not limited to water ingress issue resolution, you agree to be bound by these Terms of Service. If you do not agree to these terms, please refrain from using our services.

2. Conditions of Service

Water ingress issues are treated as a matter of priority. However, we must highlight the following notes and disclaimers:

- a) With best practice standards, ASQB will carry out an assessment and propose the implementation of water ingress solutions that we deem viable.
- b) Our extensive experience and knowledge provide us with confidence in our methods and practices, however, due to limited visibility and access, **ASQB cannot guarantee or warrant the effectiveness of any water ingress solutions and repairs.**
- c) The prevention of water from entering its current location may potentially redirect it to another area of the building. ASQB will not assume responsibility if the redirection of water leads to additional issues.
- d) In certain situations, flyscreens may obstruct access. While we will handle their removal and reinstallation with care, ASQB cannot guarantee that they won't sustain damage in the process. If flyscreens are damaged during water leak repairs, ASQB will not be held responsible for rectifying the damage.
- e) By agreeing to the above terms, the owners agree to pay all invoices pertaining to site visits and repairs, irrespective of the efficacy of the implemented solution.

If you require a guaranteed solution, please do not engage ASQB to carry out this service. We recommend engaging a remedial engineer who specialises in identifying and resolving



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water ingress issues. Engaging their services may be more suitable for those seeking a fully guaranteed outcome.

ASQB Pty Ltd - Window Replacement Terms of Service

Last Updated: [22.02.2024]

1. Acceptance of Terms

By accessing or using the services provided by ASQB Pty Ltd ("ASQB"), including but not limited to window and door replacements, you agree to be bound by these Terms of Service. If you do not agree to these terms, please refrain from using our services.

2. Overview of Window Replacement Services

ASQB specialises in professional window replacement services for both residential and commercial clients. Our scope of services includes the removal, and installation of new windows, providing clients with upgraded and energy-efficient solutions.

3. Initial Consultation and Quotes for Window Replacements

Clients will receive an initial consultation where our experts will assess the existing windows and capture information regarding the clients' specific needs.

ASQB will then provide a detailed quote for the replacement project. The quote will include costs for materials, labour, and any additional services required.

The quoted prices from ASQB are valid for 30 days starting from the date of issuance. After the expiration of this 30-day period, prices are subject to change.

Service Inclusion Notes and Conditions

a) Check Measuring

The quote is based on approximate sizes. We allow for two visits to site to complete final measuring, additional costs may apply if more than two site visits are required.

b) Cleaning

- Trade cleaning of glass - removal of writing and stickers only - is included in scope of works.
- All rubbish will be removed on completion of works
- Drop sheets will be used in the immediate work area during installation.
- Dusting and vacuum cleaning are not done unless otherwise specified.



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c) **Cement Render**

The window replacement plan for the quoted building has been prepared without inspecting every unit internally. As such, it is impossible for ASQB to know the condition of the cement render around the window frames. During the work process a high level of care will be taken by our technicians, however damage to render sometimes occurs. In these instances, we will make good any damaged render at no cost, provided there are no pre-existing conditions like existing cracks or drummy cement render. The repair of render covered under our warranty is limited to patch rendering only, and painting is not included.

What Is Drummy Render?

Drummy render is when the cement or plaster render coating becomes loose. When tapped with the plastic handle of a screw- driver, or sometimes just your knuckles, it produces a hollow, weak sound.

d) **Arch bars and Lintels**

Some old window openings may not have arch bars. If the installation of arch bars is required after the removal of existing windows, additional costs will apply.

Service Exclusion Notes

a) **Tiling**

The condition and adhesion of existing tiles vary significantly between installations. While most installations do not disturb tiles, there are instances where pre-existing conditions may result in disturbance to tiles or glass splashbacks. Despite exercising care and caution when working around these materials, it's important to note that the repair or restoration of tiling and glass splashbacks is not included in the contract.

b) **Kitchen Cupboards & Built-in Joinery**

In rare cases where it is absolutely necessary, our technicians may need to stand on kitchen cupboards or other built-in joinery/furniture during the window replacement process. Although every precaution is taken, ASQB assumes no liability for any resultant damage, including damage to the kitchen sink or taps.

c) **Cavity Brick and Brick Veneer Installations**

The replacement of head or sill cavity flashing is not included.



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d) **Window and Door Furnishings**

- Before work begins in each unit, all window and door furnishings, including plantation shutters, must be taken down. Non-resident owners should inform their managing agent beforehand to arrange for the removal of these furnishings. If an ASQB technician needs to aid in the removal, utmost care will be exercised. However, ASQB assumes no responsibility for any damage that may occur during the removal or re-installation of furnishings.
- In certain cases, existing window dressings may no longer fit the newly installed window/door due to differing sizes or their condition. It is also important that window furnishings are not attached to the new frames as this may void your warranty.
- Existing flyscreens will not fit the new frames, so unless otherwise instructed, existing flyscreens will be removed from site along with the rubbish. Similarly, existing exhaust fans will also be disposed of unless specifically advised otherwise.

e) **Water Pipes & Electrical Conduits**

While it is uncommon for water pipes and electrical conduits to be situated around a window or door opening, it is impossible to ascertain this before drilling holes for fixing points. In rare instances, pipes and conduits may have been rendered over. If a water pipe or electrical conduit is inadvertently struck during installation, the cost of repairing the damage will be borne by the Owners' Corporation.

f) **Existing Structural Faults**

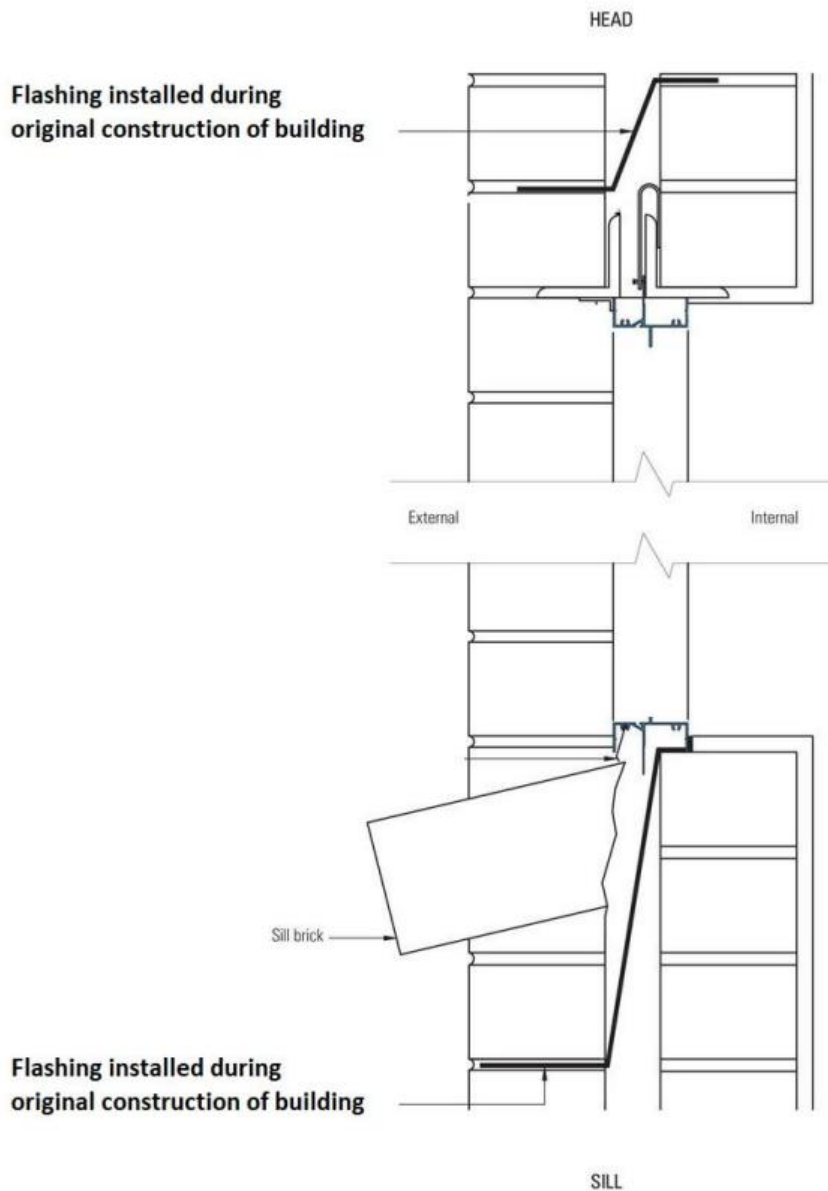
Every effort is made to identify any pre-existing structural faults. However, any damage resulting from such existing structural faults during installation, including loose mortar, loose sills, or drummy render, is not covered.

g) **Brick Cavity Flashing**

- The installation of your new replacement windows or doors does not involve cavity flashing. ASQB cannot assess the condition of the existing flashing, and it falls outside our typical scope of work. Our proposal does not include provisions for cavity flashing, and this task would need to be carried out by a bricklayer. Installing new head flashing requires removing several external courses of bricks above the window. Similarly, installing new sill flashing requires the removal of existing brick sills.
- It is also recommended to replace the arch bar when replacing the head flashing.

- A leak from the head of the window typically indicates a problem with cavity flashing. The following diagram indicates typical double brick constructions; however, there are other configurations, such as in many unit buildings where windows are directly fitted to the underside of the concrete slab, resulting in the absence of head flashing.

As you can see from the detail below, the setting in of flashing occurs outside of the window installation process. It is recessed into the internal and external brickwork.





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Other Contract Exclusions

- Painting, filling of holes, glass splashbacks, plumbing or electrical work.
- The removal or reinstallation of pelmets or any window furnishings, including shutters, is not included in the scope of work.
- Removal or re-fitting of air conditioners, fans and security grills.
- No structural work, hobs, arch bars, beams or heads are included.
- Repositioning or alterations to window furnishings, i.e. Blinds, Curtains, etc.
- Re-laying of carpet, covering of power lines (Tiger Tails).
- Making good of gardens/ grounds/ paving and drives if damaged by access equipment.

4. Scheduling and Installation Process

Upon agreement, ASQB will work with the client to schedule a suitable time for the window replacement project to commence. ASQB will strive to complete the installation efficiently, keeping disruptions to a minimum. Any unexpected delays will be communicated promptly.

What occupants can expect during the replacement of windows?

All members of the ASQB team exercise an utmost level of respect and care, and maintain a high level of precaution while working.

We recognise that the extent of access needed to complete a window installation can be highly invasive for some occupants. We therefore strive to keep occupant disturbance to a minimum

Considering the aforementioned points, we kindly request occupants to acknowledge that our work may necessitate flexibility, adequate space for operation, and understanding regarding unavoidable mess. On the day of installation, before commencing work, our technicians will lay drop sheets in the immediate work area. However, we appreciate occupants being prepared prior to our arrival.

Occupant Preparation Requirements

The level of preparation varies depending on the method of installation, whether internal or external. Specific preparation requirements will be outlined in the installation notice distributed to all affected occupants. We kindly request that any specific preparation requests be completed before the installation day.



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5. Responsibilities of the Client

Clients are responsible for providing accurate information during the initial consultation, securing any necessary permits for the replacement project, and ensuring access to the installation area. Failure to fulfill these responsibilities may result in additional charges.

6. Payments and Invoicing for Window Replacements

- a) 50% of the total price of the job shall be due and payable by the buyer as a security deposit on acceptance of the quotation. Upon approval ASQB will return a deposit invoice for payment. ***Only once the deposit has been cleared will the windows/doors be ordered/purchased.***
- b) Payment for the balance of the window replacement services will be due upon project completion. Invoices will provide a detailed breakdown of costs, including materials, labour, and any additional services required throughout the replacement process. Payment for services is due within 14 days of receiving your invoice.

Please be advised that all invoices issued by ASQB are made in accordance with the Building and Construction Industry Security of Payment Act 1999 (NSW). This act governs the payment processes within the construction industry to ensure fair and timely payments

7. Warranty and Liability for New Installations

ASQB provides a warranty for the installation work and products supplied. The warranty terms, including duration and coverage, will be communicated to the client in the agreement. It covers defects in workmanship and materials but does not apply to damage caused by misuse, negligence, or other non-compliance.

- a) Our warranty on supplied windows and doors 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 windows or doors. Full liability remains the responsibility of the manufacturer.
- b) ASQB provides a 12-month warranty on all workmanship. The warranty covers defects in workmanship but does not cover damage caused by misuse, negligence, or natural disasters.
- c) Any existing damage to window/door surrounds, is not the responsibility of ASQB.
- d) ASQB recommends regular maintenance to newly installed windows and doors to ensure longevity.



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Access Equipment Exclusion Clause

This warranty covers workmanship and approved components supplied and installed by ASQB. It ensures the repair or replacement of faulty materials or workmanship within the applicable warranty period, subject to the terms outlined herein.

Please note: This warranty does not include the cost of access equipment or specialised access methods (including but not limited to swing stage, boom lift, rope access, or scaffold) that may be required to undertake warranty-related inspections, servicing, or rectification works.

Where such equipment is required, the associated costs will be assessed and quoted separately. These charges will be payable by the client unless otherwise agreed in writing.

ASQB Pty Ltd – Terms of Service for New Windows/Doors and Special Part Orders

Last Updated: [22.02.2024]

1. Acceptance of Terms

By accessing or using the services provided by ASQB Pty Ltd ("ASQB"), including but not limited to the supply of new windows/doors and special parts, you agree to be bound by these Terms of Service. If you do not agree to these terms, please refrain from using our services.

2. Consultation and Product Selection

ASQB offers services for the supply and installation of new windows, doors, and special parts. Clients will receive an initial consultation to discuss their requirements, preferences, and specifications. Our experts will provide guidance on suitable products and options.

3. Proposal and Quote

Following the consultation, ASQB will provide a detailed proposal and quote for the supply and installation of new windows/doors/special parts. The quote will include costs for materials, labour, and any additional services required for a successful installation.

The quoted prices from ASQB are valid for 30 days starting from the date of issuance. After the expiration of this 30-day period, prices are subject to change.

4. Customisation and Special Part Orders

For clients seeking customised solutions or special parts, ASQB will facilitate the ordering process. The specifications, design, and any unique requirements will be documented in the proposal, and the order will be placed with our trusted suppliers.



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5. Payment Process for New Windows and Doors, and Special Part Orders

- a) 50% of the total price shall be due and payable by the buyer as a security deposit on acceptance of quotations. Upon approval ASQB will return a deposit invoice for payment. **Only once the deposit has been cleared will the product be ordered/purchased.**
- b) The balance will be due and payable (14) days after installation. Invoices will clearly outline the services provided and associated costs.

Please be advised that all invoices issued by ASQB are made in accordance with the Building and Construction Industry Security of Payment Act 1999 (NSW). This act governs the payment processes within the construction industry to ensure fair and timely payments

6. Cancellation of Orders

- a) If the order is cancelled before production begins, the security deposit will be refunded. ASQB will make best efforts to return the security deposit to the client; however, it is important to note that production timelines are beyond ASQB's control and are ultimately subject to the discretion of the manufacturer.
- b) If the order is cancelled after production has begun the deposit will be forfeited. ASQB will issue a second invoice for the balance cost of the order. (Excluding installation).

7. Changes to Orders

Any changes to the initial order, specifications, or design must be communicated to ASQB promptly. ASQB will make best efforts to accommodate modifications, however changes may impact the project timeline and cost. In some instances, modifications may not be feasible due to the specific stage of production with the manufacturer.

8. Client Responsibilities

Clients are responsible for providing accurate information during the consultation process for the purposes of ordering new windows/doors and special parts. Failure to do so may affect the installation process and impact the project timeline and cost.

9. Warranty and Liability

ASQB's 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 supplied windows/doors, and special parts. ASQB will facilitate the rectification of any manufacturing defects, however full liability remains the responsibility of the manufacturer.



SERVICE TERMS AND CONDITIONS

Access Equipment Exclusion Clause

This warranty covers workmanship and approved components supplied and installed by ASQB. It ensures the repair or replacement of faulty materials or workmanship within the applicable warranty period, subject to the terms outlined herein.

Please note: This warranty does not include the cost of access equipment or specialised access methods (including but not limited to swing stage, boom lift, rope access, or scaffold) that may be required to undertake warranty-related inspections, servicing, or rectification works.

Where such equipment is required, the associated costs will be assessed and quoted separately. These charges will be payable by the client unless otherwise agreed in writing.

ASQB Pty Ltd - Window Safety Compliance Terms of Service

Last Updated: [22.02.2024]

1. Acceptance of Terms

By accessing or using the services provided by ASQB, including but not limited to window safety compliance, you agree to be bound by these Terms of Service. If you do not agree to these terms, please refrain from using our services.

2. Service Overview for Window Safety Compliance – Supply and Installation

ASQB specialises in ensuring child window safety compliance in line with the regulations of New South Wales (NSW) for both residential and commercial properties.

Specifically, the purpose of our Window Safety Device Installation Service is to ensure that all child fall prevention devices are installed and certified in accordance with Part 4, Section 30 of the Strata Schemes Management Regulation 2016 - Window Safety Devices.

High risk windows within non-strata titled buildings will also be assessed in accordance with Part 4, Section 30 of the Strata Schemes Management Regulation 2016 - Window Safety Devices.

3. Proposal and Quote

ASQB will provide a detailed proposal and quote outlining the steps required to bring your windows into compliance with legislative requirements. The quote will encompass the costs for parts/materials, labour, and any additional services necessary to meet the NSW safety regulations.

The quoted prices from ASQB are valid for 30 days starting from the date of issuance. After the expiration of this 30-day period, prices are subject to change.

All quotes for our Window Safety Compliance service include the following components:



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- a) Supply and installation of window safety devices.
- b) Certification of each window to ensure compliance.
- c) Detailed record-keeping and management of all relevant documentation.
- d) Managing all aspects of the project, including taking individual unit bookings and arranging re-attendance for outstanding units, to ensure seamless execution and completion of the job.

These comprehensive inclusions ensure that our clients receive a thorough and professional service to meet their window safety compliance needs.

4. Device Options

When applicable, ASQB will present a variety of device options. The preferred device option must be clearly outlined within the submitted Work Order.

Occasionally, unforeseen conditions may render the preferred device option unsuitable for the windows being serviced. In such cases, ASQB will install an alternative device that ensures the highest level of safety in accordance with the Strata Schemes Management Regulation 2016 Window Safety. Any additional costs incurred will be charged to the client.

All devices have a black or white finish unless specified or specially requested.

5. Quote Variations

- a) Window quantities are determined based on an external perimeter count or information provided to ASQB. However, in instances where there is restricted access around the perimeter of the building, an estimate may be used to determine the window quantities.
- b) When a preferred device option is deemed unsuitable and an alternate device is installed, ASQB will adjust the charges accordingly which may result in +/- the original quoted price.
- c) If a minor window modification is necessary to accommodate a device, ASQB will perform the required work and charge accordingly for the additional service.

6. Scheduling and Appointments

ASQB will schedule the installation date either directly with residents, or through the Strata Manager, and provide a minimum of 2 weeks' notice. Where applicable residents will be able to contact ASQB and book in a specific time appointment for the scheduled installation day.

ASQB will make every effort to adhere to agreed-upon schedules and appointment times, however unforeseen circumstances may cause delays. In such cases, ASQB will communicate any changes promptly.



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7. Additional call outs and associated fees

If scheduled access is not granted as planned, ASQB reserves the right to charge a re-attendance fee (from \$145) for each additional visit required. This fee is necessary to cover the business operating costs, including lost revenue incurred due to the delayed access.

If windows requiring assessment/installation are obstructed, or if additional works are required, a re-attendance fee from \$145* will be applicable for each additional visit. This fee is to cover the cost of lost revenue, administration, and management costs associated with revisiting a property.

**Steel window installations will incur a higher re-visit fee of \$330 due to the higher administrative and preparation times associated with organising this service. The additional call-out charge for steel window installations will be advised in the installation letter provided.*

To minimise the re-visit fee, ASQB will make every effort to service all pending units within a single visit. ASQB will schedule the additional call-out for any remaining units and provide residents with a minimum 2-week notice period before the scheduled visit.

8. Assessment of existing devices, locks, and security screens

- a) A full assessment will be carried out on any pre-existing devices, locks, and security screens at a per window rate (from \$22/window).
- b) If the existing device fails assessment ASQB will install a new device. In this instance, ASQB will waive the assessment fee and clients will only be charged for the newly installed device.
- c) Existing locks and security screens will be assessed against the criteria required to meet compliance with the Strata Schemes Management Regulation 2016 Window Safety.

9. Exemptions/Unaffected units consisting of 0 high risk windows

In the event that ASQB is called upon to inspect a unit with 0 high-risk windows, the full inspection fee will still be applicable per unit. ASQB will conduct the inspection, confirm exemption status, and provide an exemption certificate for compliance and record-keeping purposes.

If the executive committee, landlords, or managers identify their premises as exempt and do not wish for ASQB to carry out an inspection, this instruction must be clearly stated in writing within the issued work order. Failure to communicate this instruction to ASQB will result in the quoted inspection charges being applied.



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10. Common Area windows

Common area windows will be inspected and charged at a per-window rate. If a device is required, ASQB will install a new device on the spot. In this instance, ASQB will waive the inspection fee, and the client will only be charged for the newly installed device.

11. Compliance Certification

Upon successful completion of all window safety compliance projects, ASQB will provide certification and supporting documentation confirming that the windows now comply with NSW regulatory requirements. This documentation may be required for ongoing monitoring purposes or for the clients' records.

Compliance certificates are issued for each dwelling attended, providing our clients with a signed record of all legislative requirements being met. These certificates include photographic and location descriptive evidence of each window safety device installed. They are time and date stamped, and ASQB also keeps a record on hand for future reference, if required.

12. Client Cooperation and Responsibilities

Clients are responsible for collaborating and cooperating with ASQB during the inspection and compliance process. This includes providing necessary access to windows, sharing relevant information, and following any post-compliance care instructions provided by ASQB.

We ask our clients to provide access, or arrange for access to be provided, for the agreed appointment time. Failure to provide access may result in additional charges.

We kindly ask our clients to provide at least 48 hours' notice to cancel or reschedule a job. Failure to provide adequate notice of cancellation (at least 24 hours before scheduled date) will result in the full call out fee (per technician) being charged

What we require from residents prior to installation

- a) Please draw blinds, pull back curtains, and remove flyscreens and other window coverings, prior to the technician's visit, to avoid any damage during works.
- b) We ask that furniture be moved back a minimum of 60cm from windows, and window sills be cleared.
- c) Please note that ASQB can only assess windows to which we have access. If access to specific windows is denied or obstructed (e.g., by a washing machine stacked in front of the window or a locked-off section of the unit/premises), the window(s) will be recorded as pending assessment.



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13. Cancellation Policy

At ASQB Pty Ltd, we understand that circumstances may arise where clients need to cancel their scheduled appointments or projects. We strive to accommodate such situations while also ensuring fairness to both parties. Therefore, we have established the following cancellation policy:

- a) ASQB reserves the right to charge a cancellation fee equivalent to a portion of the scheduled service cost for appointments cancelled without sufficient notice.
- b) Clients are kindly requested to provide at least 48 hours' notice for any appointment cancellations or rescheduling requests.
- c) Cancellations made within 24 hours of the scheduled appointment time will incur a cancellation fee.
- d) The cancellation fee is equivalent to the cost of the service call out portion of the scheduled service cost, starting from \$145 per technician scheduled for your job.
- e) Clients must communicate their cancellation requests promptly by contacting ASQB Pty Ltd via phone or email.

14. Specific Limitations on the Window Safety Compliance Service

The Window Safety Device Installation Service will not address the following:

- Structural integrity of the window
- Assessment of glass
- Issues relating to fire safety
- Issues relating to ongoing maintenance of the window

15. Payments and Invoicing

Payment for window safety compliance services is due upon project completion. If there are units who did not provide access, an invoice will be sent for the completed units first, with further invoices to be sent as subsequent outstanding units are completed. Invoices will provide a detailed breakdown of costs, including materials, labour, and any additional services rendered during the compliance process. ASQB will only charge for works carried out.

Please be advised that all invoices issued by ASQB are made in accordance with the Building and Construction Industry Security of Payment Act 1999 (NSW). This act governs the payment processes within the construction industry to ensure fair and timely payments

Payment for services is due within 14 days of invoice issuance. Invoices will clearly outline the services provided and associated costs.



SERVICE TERMS AND CONDITIONS

16. Liability

- a) **Window Safety Devices.** All devices are certified to meet regulatory requirements upon installation, and ASQB assumes no responsibility for any issues arising following installation due to misuse or negligence. ASQB will not be liable for injuries sustained following installation due to resident misuse or negligence. This includes damage, removal, or deactivation of safety devices after installation. ASQB recommends annual re-inspections of all window safety devices to ensure ongoing compliance with regulatory requirements.
- b) **Existing Damage.** ASQB is not responsible for any pre-existing damage to windows, holes, or other issues resulting from the removal of a non-compliant safety device.
- c) **Maintenance.** The maintenance and correct use of all window safety devices will remain the responsibility of the adult residents in each dwelling, as well as the Owners Corporation. ASQB assumes no responsibility for any device that is misused or tampered with by a resident.
- d) **Paint.** While ASQB exercises a high level of care during installation, we cannot be held liable for window paint peeling or chipping that may occur during the process of installing window safety devices.
- e) **Removing Window Coverings.** While ASQB technicians exercise great caution when removing and replacing window coverings (such as blinds, flyscreens, etc.), we cannot assume responsibility for any damage incurred. Over time, window coverings, flyscreens, and their associated hardware can become brittle due to aging and exposure to the elements. So, it is advisable to draw blinds, pull back curtains, and remove flyscreens, prior to the technician's visit, to avoid any damage.
- f) **Moving Furniture.** We kindly request that furniture be moved back a minimum of 60cm from windows, and window sills be cleared. ASQB will not be held liable for any damage caused if these items are not moved.
- g) **Glass Breakage.** While ASQB takes every precaution, we cannot be held liable for any glass breakage resulting from our work. Customers may incur additional costs to replace or repair broken glass. The risk level depends on the age and condition of the glass and should be taken into account before engaging our services.

17. Warranty

ASQB provides a 12-month warranty on all workmanship. The warranty covers defects in workmanship but does not cover damage caused by misuse, negligence, or natural disasters.



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The warranty on Window Safety Devices is subject to the conditions set by the manufacturer. ASQB will not assume responsibility for any loss, injury, or damage resulting from any manufacturing defect in the window lock unit. The manufacturer retains full liability in such cases.

Access Equipment Exclusion Clause

This warranty covers workmanship and approved components supplied and installed by ASQB. It ensures the repair or replacement of faulty materials or workmanship within the applicable warranty period, subject to the terms outlined herein.

Please note: This warranty does not include the cost of access equipment or specialised access methods (including but not limited to swing stage, boom lift, rope access, or scaffold) that may be required to undertake warranty-related inspections, servicing, or rectification works.

Where such equipment is required, the associated costs will be assessed and quoted separately. These charges will be payable by the client unless otherwise agreed in writing.

ASQB Pty Ltd - Window Safety Compliance Check Terms of Service

Last Updated: [22.02.2024]

1. Acceptance of Terms

By accessing or using the services provided by ASQB Pty Ltd ("ASQB"), including but not limited to window safety compliance checks, you agree to be bound by these Terms of Service. If you do not agree to these terms, please refrain from using our services.

2. Service Overview for Window Safety Compliance Check Service

ASQB's Compliance Check Service is aimed at ensuring originally installed window safety devices continue to function as intended, and continue to meet 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 also be assessed in accordance with Part 4, Section 30 of the Strata Schemes Management Regulation 2016 - Window Safety Devices.

This service ensures that child window safety devices undergo regular inspection and testing to maintain compliance with relevant legislative requirements, thereby safeguarding their effectiveness. This process enables the identification and rectification of any faulty devices while maintaining a detailed and up-to-date compliance record for your property, thereby minimising any associated risks.



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3. Quote and Proposal

ASQB will provide a service quote that will encompass the costs for inspection, parts/materials, labour, and any additional services necessary to maintain/meet the NSW safety regulations.

The quoted prices from ASQB are valid for 30 days starting from the date of issuance. After the expiration of this 30-day period, prices are subject to change.

4. Window Safety Compliance Check Service Inclusions

Upon client approval, ASQB will initiate the agreed-upon services to ensure window safety compliance. This may involve the installation of window safety devices or periodic reassessment to ensure ongoing compliance with regulations.

Our Safety Compliance Check service includes the following:

- a) A flat rate inspection fee will be charged per unit. The flat rate fee will cover the assessment of an unlimited quantity of high-risk windows within each lot/ unit/ house.
- b) Assessment of existing devices. A full assessment will be carried out on any pre-existing devices, locks, and security screens. All assessments will be evaluated against the criteria required to meet compliance with the Strata Schemes Management Regulation 2016 Window Safety
- c) Device Alterations. 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 a device is beyond repair for compliance requirements the device will be noted as a failure.
- d) When required, ASQB will install/replace a safety device to deliver the highest level of safety and ensure full compliance. The installation of a new device will incur charges from \$35 (+GST) per device.
- e) Certification of each window to ensure compliance.
- f) Detailed record-keeping and management of all relevant documentation.
- g) Managing all aspects of the project, including taking individual unit bookings and arranging re-attendance for outstanding units, to ensure seamless execution and completion of the job.

These comprehensive inclusions ensure that our clients receive a thorough and professional service to meet their window safety compliance needs.

Additional Notes

a) Failed Assessment Results



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If a window fails to meet legal requirements, the technician will identify the reason for the failure. At this point the owners have two options, have ASQB install a new device on the spot* or make a note of the failed window within the certification document and provide a quote to return on another occasion.

b) On the Spot Low-cost device replacement

If the owners have approved 'On the Spot' replacement, the technician will install the best suited device (time permitting). Newly installed devices will be charged from \$35 (+GST) in addition to the compliance reassessment fee. If the schedule does not allow sufficient time for these works to be completed, an additional appointment will be arranged. ASQB technicians will select the most suitable device, however due to a myriad of variations, we cannot guarantee an exact colour match with other safety devices, or the window frame.

5. Common Area windows

Common area windows will be assessed and charged at a per-window rate. If a new device is required, ASQB will install a new device on the spot. In this instance, ASQB will waive the assessment fee, and the client will only be charged for the newly installed device.

5. Compliance Certification

Compliance certificates are issued for each dwelling assessed, providing our clients with a signed record of all legislative requirements being met. These certificates include photographic and location descriptive evidence of each window safety device assessed or installed. They are time and date stamped, and ASQB also keeps a record on hand for future reference, if required.

Upon assessment/installation, all devices are certified to comply with regulatory requirements, and ASQB holds no responsibility for any subsequent issues resulting from misuse or negligence. ASQB shall not be held accountable for any misuse, damage, removal, or deactivation of safety devices post-inspection.

6. Scheduling and Appointments

ASQB will schedule the compliance check date either directly with residents, or through the Strata Manager, and provide a minimum of 2 weeks' notice. Where applicable residents will be able to contact ASQB and book in a specific time appointment for the scheduled installation day.

ASQB will make every effort to adhere to agreed-upon schedules and appointment times, however unforeseen circumstances may cause delays. In such cases, ASQB will communicate any changes promptly.



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7. Additional call outs and associated fees

If scheduled access is not granted as planned, ASQB reserves the right to charge a re-attendance fee (from \$145) for each additional visit required. This fee is necessary to cover the business operating costs, including lost revenue incurred due to the delayed access.

If windows requiring assessment/installation are obstructed and prevent the assessment from being carried out, a re-attendance fee from \$145* will be applicable for each additional visit. This fee is to cover the cost of lost revenue, administration, and management costs associated with revisiting a property.

8. Client Cooperation and Responsibilities

Clients are responsible for cooperating with ASQB during the assessment process. This includes providing necessary access to windows, sharing relevant information, and following any post-compliance care instructions provided by ASQB.

We ask our clients to provide access, or arrange for access to be provided, for the agreed appointment time. Failure to provide access may result in additional charges.

We kindly ask our clients to provide at least 48 hours' notice to cancel or reschedule a job. Failure to provide adequate notice of cancellation (at least 24 hours before scheduled date) will result in the full call out fee (per technician) being charged.

What we require from residents prior to compliance check

- a) Please draw blinds, pull back curtains, and remove flyscreens and other window coverings, prior to the technician's visit, to avoid any damage during works.
- b) We ask that furniture be moved back a minimum of 60cm from windows, and window sills be cleared.
- c) Please note that ASQB can only assess windows to which we have access. If access to specific windows is denied or obstructed (e.g. by a washing machine stacked in front of the window or a locked-off section of the unit/premises), the window(s) will be recorded as pending assessment.

9. Cancellation Policy

At ASQB Pty Ltd, we understand that circumstances may arise where clients need to cancel their scheduled appointments or projects. We strive to accommodate such situations while also ensuring fairness to both parties. Therefore, we have established the following cancellation policy:

- a) ASQB reserves the right to charge a cancellation fee equivalent to a portion of the scheduled service cost for appointments cancelled without sufficient notice.



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- b) Clients are kindly requested to provide at least 48 hours' notice for any appointment cancellations or rescheduling requests.
- c) Cancellations made within 24 hours of the scheduled appointment time will incur a cancellation fee.
- d) The cancellation fee is equivalent to the cost of the service call out portion of the scheduled service cost, starting from \$145 per technician scheduled for your job.
- e) Clients must communicate their cancellation requests promptly by contacting ASQB Pty Ltd via phone or email.

10. Payments and Invoicing

Payment for safety compliance services is due upon project completion. If there are units who did not provide access, an invoice will be sent for the completed units first, with further invoices to be sent as subsequent outstanding units are completed. Invoices will provide a detailed breakdown of costs, including materials, labour, and any additional services rendered during the compliance process. ASQB will only charge for works carried out.

Please be advised that all invoices issued by ASQB are made in accordance with the Building and Construction Industry Security of Payment Act 1999 (NSW). This act governs the payment processes within the construction industry to ensure fair and timely payments

Payment for services is due within 14 days of invoice issuance. Invoices will clearly outline the services provided and associated costs.

11. Specific Limitations on the Window Safety Compliance Service

The Window Safety Compliance Check Service will not address the following:

- Structural integrity of the window
- Assessment of glass
- Issues relating to fire safety
- Issues relating to ongoing maintenance of the window

12. Liability

- a) **Window Safety Devices.** All devices are certified to meet regulatory requirements upon installation, and ASQB assumes no responsibility for any issues arising following installation due to misuse or negligence. ASQB will not be liable for injuries sustained following installation due to resident misuse or negligence. This includes damage, removal, or deactivation of safety devices after installation. ASQB recommends annual re-inspections of all window safety devices to ensure ongoing compliance with regulatory requirements.



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- b) **Existing Damage.** ASQB is not responsible for any pre-existing damage to windows, holes, or other issues resulting from the removal of a non-compliant safety device.
- c) **Maintenance.** The maintenance and correct use of all window safety devices will remain the responsibility of the adult residents in each dwelling, as well as the Owners Corporation. ASQB assumes no responsibility for any device that is misused or tampered with by a resident.
- d) **Paint.** While ASQB exercises a high level of care during installation, we cannot be held liable for window paint peeling or chipping that may occur during the process of installing window safety devices.
- e) **Removing Window Coverings.** While ASQB technicians exercise great caution when removing and replacing window coverings (such as blinds, flyscreens, etc.), we cannot assume responsibility for any damage incurred. Over time, window coverings, flyscreens, and their associated hardware can become brittle due to aging and exposure to the elements. So, it is advisable to draw blinds, pull back curtains, and remove flyscreens, prior to the technician's visit, to avoid any damage.
- f) **Moving Furniture.** We kindly request that furniture be moved back a minimum of 60cm from windows, and window sills be cleared. ASQB will not be held liable for any damage caused if these items are not moved.
- g) **Glass Breakage.** While ASQB takes every precaution, we cannot be held liable for any glass breakage resulting from our work. Customers may incur additional costs to replace or repair broken glass. The risk level depends on the age and condition of the glass and should be taken into account before engaging our services.

13. Warranty

ASQB provides a 12-month warranty on all workmanship. The warranty covers defects in workmanship but does not cover damage caused by misuse, negligence, or natural disasters.

Warranty re-attendance, for a 12-month period from assessment/installation, will be provided if an ASQB certified device becomes faulty and requires attention. However, in cases where the issue arises from user error, device misuse, or conditions not related to a manufacturing fault or workmanship defect, a call-out fee starting from \$145 along with rectification charges will be applied.

The warranty on Window Safety Devices is subject to the conditions set by the manufacturer. ASQB will not assume responsibility for any loss, injury, or damage resulting from any



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manufacturing defect in the window lock unit. The manufacturer retains full liability in such cases.

Access Equipment Exclusion Clause

This warranty covers workmanship and approved components supplied and installed by ASQB. It ensures the repair or replacement of faulty materials or workmanship within the applicable warranty period, subject to the terms outlined herein.

Please note: This warranty does not include the cost of access equipment or specialised access methods (including but not limited to swing stage, boom lift, rope access, or scaffold) that may be required to undertake warranty-related inspections, servicing, or rectification works.

Where such equipment is required, the associated costs will be assessed and quoted separately. These charges will be payable by the client unless otherwise agreed in writing.

ASQB Pty Ltd - Dilapidation Reporting Terms of Service

Last Updated: [22.02.2024]

1. Acceptance of Terms

By accessing or using the services provided by ASQB Pty Ltd ("ASQB"), including but not limited to dilapidation reporting, you agree to be bound by these Terms of Service. If you do not agree to these terms, please refrain from using our services.

2. Overview of Dilapidation Assessment Services

ASQB specialises in providing comprehensive dilapidation assessments for residential and commercial properties. Our services include pre-construction and post-construction assessments to document the condition of structures and identify any pre-existing damage.

3. Initial Consultation and Quote

Clients will receive an initial consultation where our experts will discuss the scope of the dilapidation assessment. ASQB will provide a detailed proposal and quote for the requested dilapidation assessment services. The quote will encompass costs for site visits, documentation, and the preparation of a comprehensive dilapidation report.

The quoted prices from ASQB are valid for 30 days starting from the date of issuance. After the expiration of this 30-day period, prices are subject to change.

4. Site Inspection and Dilapidation Report Preparation

Upon client approval, ASQB will commence with the preparation of the dilapidation report. A thorough site inspection will be conducted to document the current condition of the windows and/or doors and identify any existing issues.



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The final report will include detailed descriptions, photographic evidence, and a thorough analysis of the current state of the windows and/or doors within the property. It serves as a baseline for comparison in the event of future construction or development activities.

5. Scheduling and Report Delivery

ASQB will work with our clients to schedule a convenient time for the dilapidation assessment to take place. ASQB will make every effort to complete the assessment within the agreed-upon timeframe, however unforeseen circumstances may cause delays. In such cases, ASQB will communicate any changes promptly. The dilapidation report will be delivered promptly after the assessment is completed.

6. Client Cooperation and Responsibilities

Clients are responsible for cooperating with ASQB during the assessment process. This includes providing necessary access to the property, sharing relevant information, and addressing any specific concerns related to the dilapidation assessment.

We ask our clients to provide access, or arrange for access to be provided, for the agreed appointment time.

Failure to provide access will result in the unassessed units not being included in the final dilapidation report.

If the client would like ASQB to re-attend site and access the outstanding units, a service call-out fee starting from \$145 will be charged for each re-visit.

What we require from residents prior to dilapidation assessment

Please draw blinds, pull back curtains, and remove flyscreens and other window coverings, prior to the technician's visit, to avoid any damage during the assessment.

Please note that ASQB can only assess windows to which we have access. If access to specific windows is denied or obstructed (e.g. by a washing machine stacked in front of the window or a locked-off section of the unit/premises), the window(s) will not be included in the final dilapidation report.

7. Payments and Invoicing

Payment for dilapidation assessment services is due upon delivery of the final report. Invoices will provide a detailed breakdown of costs, including site visits, documentation, and any additional services required during the assessment process.

Please be advised that all invoices issued by ASQB are made in accordance with the Building and Construction Industry Security of Payment Act 1999 (NSW). This act governs the payment processes within the construction industry to ensure fair and timely payments



SERVICE TERMS AND CONDITIONS

Payment for services is due within 14 days of invoice issuance. Invoices will clearly outline the services provided and associated costs.

8. Limitations of the Dilapidation Report

The dilapidation report provided by ASQB is based on the visible condition of the property at the time of assessment. It may not identify issues concealed within the structure or below the surface. ASQB is not responsible for issues that arise after the assessment due to construction or other activities.

Windows that cannot be accessed on the day of assessment will be excluded from the final dilapidation report.

9. Cancellation Policy?

At ASQB Pty Ltd, we understand that circumstances may arise where clients need to cancel their scheduled appointments or projects. We strive to accommodate such situations while also ensuring fairness to both parties. Therefore, we have established the following cancellation policy:

- a) ASQB reserves the right to charge a cancellation fee equivalent to a portion of the scheduled service cost for appointments cancelled without sufficient notice.
- b) Clients are kindly requested to provide at least 48 hours' notice for any appointment cancellations or rescheduling requests.
- c) Cancellations made within 24 hours of the scheduled appointment time will incur a cancellation fee.
- d) The cancellation fee is equivalent to the cost of the service call out portion of the scheduled service cost, starting from \$145 per technician scheduled for your job.
- e) Clients must communicate their cancellation requests promptly by contacting ASQB Pty Ltd via phone or email.