

AANT TRADE ASSIST TERMS & CONDITIONS

1. Agreement

- a) These terms and conditions are between you and MWT Facilities Management Pty Ltd (ABN 20 630 302 975), trading as AANT Trade Assist. All services covered by this Agreement are performed or arranged by AANT Trade Assist.
- b) Throughout this Agreement, a reference to “we”, “us” or “our” is a reference to AANT Trade Assist.
- c) AANT is not a party to this agreement and you agree to release AANT from any liability under these Terms and in respect of the AANT Trade Assist service.

2. The AANT Trade Assist Service

2.1 What is the AANT Trade Assist service?

- a) The AANT Trade Assist provides you with access to certain home repair and maintenance services. On-site assistance at your personal residential, domestic or residential investment property is provided by MWT Facilities Management Pty Ltd (*referred to forthwith as **MWT***) who offer a combination of services including plumbing, electrical, air conditioning, general maintenance, painting, fencing, handyman, carpentry, gas and gas fitting, plastering, solar panel cleaning, irrigation and gutters services.
- b) MWT Facilities Management PTY Ltd (MWT) provides the AANT Trade Assist service to you on their own behalf under standards approved by AANT.
- c) MWT may use one or more subcontractors, suppliers, vendors or licensors (collectively “Tradies”) to provide the AANT Trade Assist service. To the extent permitted by law, the limitations of liability within this Agreement shall apply to the work, products or services that our Tradies provide, and shall apply to them and protect such Tradies in the same manner as it applies to and protects MWT.
- d) AANT receives a payment based upon a percentage of the fees you pay for the AANT Trade Assist service.
- e) The AANT Trade Assist service is not:
 - i. A home insurance product or replacement for such a product; or
 - ii. A service for an emergency rescue or disaster response service
- f) Where an event poses a risk to the personal safety and property of you and/or others, you should contact appropriate emergency or rescue services such as the State Emergency Service or the ‘000’ Emergency Service.

2.2 Access to property, adjoining fence claims and exclusion zones

- a) You agree to provide MWT clear and safe access to your property at the agreed date and time to:

- i. deliver any Goods and perform the AANT Trade Assist service;
 - ii. inspect any Goods or AANT Trade Assist services supplied after receiving a complaint from you; and
 - iii. repair, replace or resupply any defective Goods or AANT Trade Assist services supplied to you (as the case may be).
- b) If you request MWT to provide fencing services for a fence that is on the common boundary of adjoining land, MWT will solely liaise with you and you will receive an AANT Trade Assist service quote/invoice addressed to you only. It is your responsibility to recover any costs you are entitled to from any third party in respect of the fence.
- c) You must observe any exclusion zones created by MWT for AANT Trade Assist Services (whether created by cones, bunting or another mechanism) at all times the applicable service is being provided.

2.3 Service availability

- a) Subject to these Terms, the AANT Trade Assist service is available within suburbs and postcodes as determined by AANT, with regard to the Greater Darwin Area.
- b) All AANT Trade Assist services are available on Business Days, during Business Hours, at times agreed between you and MWT.
- c) Limited AANT Trade Assist services are available After Hours at times agreed with MWT. After Hours Trade Assist services are limited to electrical and plumbing services unless otherwise advised by AANT or MWT.

2.4 Service response times

The AANT Trade Assist service is not an emergency service, but MWT will endeavour to provide assistance as quickly as is reasonably practicable, and otherwise within the agreed timeframe.

2.5 Service interruptions

- a) MWT may be delayed in or prevented from providing the AANT Trade Assist Service due to circumstances beyond their reasonable control, including but not limited to adverse weather conditions, government-imposed restrictions, and failures in telecommunications.
- b) In such circumstances, MWT will have no obligation to provide the AANT Trade Assist service, but will use reasonable endeavours to attend to the AANT Trade Assist services as quickly as is reasonably practicable.

2.6 Service limitations

Where MWT reasonably determines that:

- a) materials, components or equipment required to provide the AANT Trade Assist service are not readily available;
- b) it is difficult to locate, determine or assess the source of a problem;
- c) the situation presents occupational health and safety risks to MWT's employees;
- d) destruction or demolition of property (including walls, floors and ceilings) is required;

- e) there a real risk or danger to the life, health, safety or property of any person or of causing significant damage to the environment; or
- f) in relation to any products owned by you that require AANT Trade Assist service, a Manufacturer's Warranty requires an Authorised Service Agent as determined by the manufacturer to complete warranty repairs,

MWT may only be able to provide limited assistance, or may be unable to provide the AANT Trade Assist Service at all.

2.7 Service exclusions

The Trade Assist Service is not available for:

- a) non-residential properties, such as properties used for commercial, retail, office, industrial or professional purposes;
- b) portable, temporary or non-fixed dwellings;
- c) properties used for commercial farming or agricultural purposes;
- d) buildings or structures such as caravans, trailers, campervans, recreational or other vehicles;
- e) product warranty repairs where a Manufacturer's Warranty is provided which requires an Authorised Service Agent to complete warranty repairs;
- f) breakdown, loss or damage to portable appliances, saniflow toilets and other mechanical equipment;
- g) failure of alarms, home security systems and CCTV;
- h) damaged swimming pools including parts, components, pumps, motors and plumbing or filtration systems;
- i) damaged solar power systems or components;
- j) damaged garden appliances, sprinkler or watering systems;

or in response to:

- k) disrupted or affected essential services due to an event or incident, including where there is a power blackout affecting a street or suburb caused by electricity lines or the local electricity grid being down due to a major storm;
- l) disruption to essential services as the result of disconnection by the relevant authority; or
- m) Major Disasters.

2.8 Service Cancellation

- a) You may cancel an AANT Trade Assist service request no later than 24 hours before the agreed date and time for MWT to attend your property. Cancellations made at least 24 hours before the agreed date and time of the job are not charged a cancellation fee, unless specialist parts have already been purchased.
- b) If you cancel a Trade Assist Service Request after the time referred to in sub-section 2.8(a), a cancellation fee may apply to cover MWT's time and any specialist parts that are ordered.
- c) If you have paid a deposit to MWT, MWT will be entitled to keep the deposit.

3. Price and Payment

3.1 Price

- a) The price payable for the delivery of the AANT Trade Assist service and any Goods provided to you is as indicated on:
 - i. your Service Invoice; or
 - ii. MWT's Estimate for the AANT Trade Assist Service.
- b) The Provider may provide you with a verbal or electronic estimate for the AANT Trade Assist service (**Estimate**). The Estimate is provided on the basis that you have provided full and frank disclosure of the nature and extent of the AANT Trade Assist services required and given all material information to MWT (to the extent reasonably possible). Subject to clause 3.1(c), the Estimate is valid for 28 days after it is given.
- c) MWT reserves the right to amend an Estimate after attendance at your property and full assessment of the Goods or AANT Trade Assist service to be provided.
- d) Hourly rates are charged for provision of the AANT Trade Assist service beyond the initial one hour of service provided. To find out the current hourly rates, please call us on 0418 774 736.
- e) You will be required to pay the Minimum Attendance Charge equivalent to and inclusive of one hour of labour or as otherwise advised at the time of booking if MWT attends your property at the agreed date and time to perform the AANT Trade Assist service (and regardless of whether any work is performed by MWT) unless:
 - i. there is a Material Increase between the Estimate provided by MWT and MWT's subsequently quoted price following attendance at your property and full assessment of the AANT Trade Assist services required, and the Material Increase is due solely to an error by, or the negligence of, MWT when providing you with a Service Estimate; or
 - ii. you have paid a deposit to MWT prior to MWT attending your property;or
 - iii. you cancel the AANT Trade Assist service request within the time specified in section 2.8(a).
- f) The Minimum Attendance Charge will not be waived, or deposit not refunded, if:
 - i. the Material Increase is caused by or related to your failure (deliberate or otherwise) to fully and adequately disclose the nature and extent of the AANT Trade Assist services required;
 - ii. you accept an Estimate provided by MWT but decide not to proceed with the AANT Trade Assist service at the time that MWT attends your property;
- g) If, during the performance of the AANT Trade Assist service, MWT discovers that Subsequent Services are required:
 - i. MWT will notify you of the Subsequent Services; and
 - ii. if requested by you, MWT may, in its discretion, elect to perform all or part of the Subsequent Services, having regard to the nature and scope of the Subsequent Services involved and the service exclusions in section 2.7.
- h) MWT is excluded from any liability to you in connection with any loss or damage you suffer if you decide not to proceed with all of the Subsequent Services required, if applicable.

- i) All amounts payable by you to the Provider are inclusive of GST, unless expressly stated otherwise.

3.2 Payment

- a) Payment is due to MWT at the completion of the agreed work directly to the attending tradesperson by VISA or Mastercard. Only electronic payments will be accepted; no cash or invoicing.
- b) Payment may be made by credit card, electronic funds transfer, BPAY or any other method of payment specified in the AANT Trade Assist Service Invoice.

4. Defects

- a) You may, within the Warranty Period of 12 months from the date the Goods are delivered or Trade Assist Services are performed, notify MWT of any Goods or AANT Trade Assist services that you reasonably consider to be defective, as supplied by MWT, in any material respect, by giving written Defect Notice to MWT to that effect. You must afford MWT an opportunity to inspect all alleged defective Goods or AANT Trade Assist services as soon as practicable following the issue of a Defect Notice.
- b) Subject to clauses 4(a) and 4(c), if the Goods or AANT Trade Assist services are defective in any material respect, the MWT's liability is limited to:
 - i. for Goods – either replacing the Goods or repairing the Goods; and
 - ii. for AANT Trade Assist Services – re-performing or otherwise remedying the AANT Trade Assist services.
- c) MWT's obligation to take the actions in section 4(b) are conditional upon the following:
 - i. for Goods not manufactured by MWT:
 - (A) the only warranty is the current Manufacturer's Warranty (if any); and
 - (B) MWT will not be liable to repair or replace Goods if the Manufacturer's Warranty requires an Authorised Service Agent to complete warranty repairs;
 - and
 - (C) if clause 4(c)(i)(B) applies, MWT's obligation will be limited to referring your warranty claim to the Authorised Service Agent;
 - ii. MWT does not have any liability to the extent that any damage or defect is caused, directly or indirectly, by any act or omission on your part;
 - iii. defects or damage which are caused or relate to any of the following are excluded:
 - (A) your failure to properly maintain any Goods;
 - (B) your failure to follow any instructions or guidelines provided by MWT and/or the manufacturer;
 - (C) any use of the Goods otherwise than for any application specified in any instructions or guidelines provided by MWT and/or the manufacturer or for their ordinary use.
 - (D) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or

- iv. fair wear and tear or any accident;

and MWT will not be liable if the workmanship in relation to Goods or AANT Trade Assist services is repaired, altered or overhauled without MWT's consent.

5. Risk and title

- a) All risk for the Goods passes to you on delivery of those Goods. This applies to the extent that it is not inconsistent with any other arrangement agreed between you and MWT in writing.
- b) Title in the Goods will not pass until you have paid all amounts owing for the particular Goods.

6. Warranties

- a) In addition to your rights under the Australian Consumer Law, MWT warrants that:
 - i. each item of Goods supplied:
 - (A) is fit for purpose;
 - (B) is free from defects in materials and workmanship;
 - (C) is suitable for normal use as reasonably contemplated by you;
 - (D) performs and will continue to perform at the level consistent with the published specifications and any other written or verbal representations made by MWT or the manufacturer; and
 - ii. it will at all times:
 - (A) use appropriate Goods and Materials of highest quality;
 - (B) employ appropriate techniques and standards; and
 - (C) provide all AANT Trade Assist services with due care, skill and attention.
- b) To the maximum extent permitted by law, any term, condition, guarantee or warranty which would otherwise be implied into these Terms is excluded.

7. Privacy

- a) MWT may collect your personal information (as defined in the Privacy Act 1988 (Cth)) to provide you with the AANT Trade Assist service.
- b) MWT may have to disclose your personal information to:
 - i. third parties who assist with the provision of the AANT Trade Assist service; and
 - ii. AANT, which will render your Service Invoice when required under section 3.2 and may be involved in the resolution of complaints in respect of the AANT Trade Assist service and will use your personal information:
 - (A) if you are not an AANT member, only for the purposes of rendering your Service Invoice and dealing with your complaint; and
 - (B) if you are an AANT member, in accordance with AANT's privacy policy, which is available at [AANT.com.au](https://www.aant.com.au).

- c) If you don't provide the information requested, MWT may not be able to provide the AANT Trade Assist service.
- d) You may request to access the information collected by contacting AANT on (08) 8925 5901. To read the relevant privacy policy please visit www.aant.com.au/privacy.

8. General

- a) The laws of the Northern Territory govern these Terms.
- b) A term or part of a term in these Terms that is void, illegal or unenforceable may be severed from the Terms and the remaining Terms continue in force.
- c) AANT reserves the right to amend these Terms and any changes will take effect from the date of notification.
- d) Any notice required to be served on a party may be served personally, sent by email or letter addressed to that party at the party's address specified in the Service Invoice.
- e) If you have a complaint in respect of any Goods or Trade Assist Services provided, please contact AANT on (08) 8925 5901. MWT should be given an opportunity to inspect the Goods or AANT Trade Assist service and may need to do so to deal with your complaint.

9. Interpretation

In these Terms:

- a) **AANT** means The Automobile Association of the Northern Territory Inc.
- b) **After Hours** means any day which is not a Business Day and falls outside of Business Hours;
- c) **Authorised Service Agent** means a service agent authorised by a manufacturer to complete warranty repairs under a Manufacturer's Warranty.
- d) **Business Days** means a day which is not a Saturday, Sunday, public holiday or bank holiday in the Northern Territory unless advised otherwise by MWT;
- e) **Business Hours** means between 9:00am to 5:00pm (Australian Central Standard Time) on a Business Day.
- f) **Defect Notice** has the meaning given in section 4(a).
- g) **Estimate** has the meaning given in section 3.1(b).
- h) **Goods** means any materials, parts, appliances or equipment purchased from MWT by the Customer as part of the provision of the AANT Trade Assist services.
- i) **GST** means a tax imposed under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- j) **Major Disasters** include earthquakes, tornadoes, hurricanes or cyclones, explosions, fire, flood, political or industrial disturbances, riots or civil commotion, tsunamis, tidal wave, storm surge, landslide, acts of terrorism or war and use, existence or escape of any nuclear or radioactive material, any biological chemical, nuclear pollution or contamination, or any other event that

either or both of RAA and the Insurance Council of Australia declare as a major disaster or catastrophic event.

- k) **Manufacturer's Warranty** means a product warranty supplied by the manufacturer of the product.
- l) **Materials** means any products purchased by MWT as part of the installation and/or repair of the Goods.
- m) **Material Increase** has the meaning given in section 3.1(e)(i).
- n) **Minimum Attendance Charge** has the meaning given in section 3.1(e).
- o) **Service Invoice** means the tax invoice provided by MWT for performance of the AANT Trade Assist service.
- p) **Subsequent Service** means AANT Trade Assist services not included in an original quote or Estimate.