



STANDARD TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES AND SERVICES

1. Definitions

- a) "Seller" means First Action Group Pty Ltd, ABN 34 139 666 247 or any of its subsidiary companies (Plumbfirst Pty Ltd, Elecfirst Pty Ltd and Comfyfirst Pty Ltd).
- b) "Customer" means any person, body corporate or entity which purchases or orders the Goods and Services or Services from the Seller.
- c) "Conditions" means these terms and conditions for the supply of the Goods and Services by the Seller to the Customer, as amended or varied in writing by the Seller.
- d) "Contract" means a Contract between the Seller and the Customer for the sale of the Goods and Services.
- e) "Price" means the Contract price as detailed in the quotation.
- f) "Goods and Services" means all Goods and Services delivered by the Seller to the Customer or to be delivered by the Seller to the Customer.
- g). "Payment Dates" means the payment dates as specified on the Contract or as otherwise agreed in writing by the parties.

2. Home Protection Plan (HPP) Membership Inclusions

- a) A comprehensive 15-point safety inspection of plumbing, electrical, and heating and cooling services
- b) \$0 call out charges on all future services, as long as the Customer remains a member (normally \$49)
- c) Guaranteed prices on all repairs before any work begins
- d) Access to licensed and experienced plumbers and electricians
- e) Priority phone number to facilitate "queue jump" every call

3. Application of Conditions

These Conditions apply to all orders placed by the Customer with the Seller unless otherwise agreed in writing by a duly authorised officer of the Seller.

An order made by the Customer becomes binding when the customer signs the Contract or otherwise confirms in

writing acceptance of the Contract terms. The Customer acknowledges that it will be bound by these Conditions which will form part of the Contract. The Contract may only be varied with the Seller's prior written consent. To the extent any conflict exists between these Conditions and any other documentation or correspondence forming part of the Contract, these Conditions are paramount and prevail.

No terms stated by the Customer in making an order will be binding upon the Seller unless accepted in writing by a duly authorised officer of the Seller.

These Conditions supersede all terms and conditions of sale previously issued by the Seller.

Seller may decline order

The Seller reserves the right, in its sole discretion, to decline any order or part thereof. Any order or part thereof not accepted is deemed cancelled. The Seller requires that any order of Goods and Services be in writing.

4. Cancellation of Orders

Cancellation of Orders must be advised in writing to Seller, and cancelled Orders will incur a ten percent penalty surcharge.

5. Price

Unless otherwise agreed in writing by the parties, prices are as set out in the current price list issued from time to time by the Seller plus any GST payable. Prices are subject to variation by the Seller without notice.

6. Payment

Unless otherwise agreed by the Seller in writing, the Customer must pay:

6.1. the Deposit to the Seller upon accepting the Contract; and

6.2. the total Price without deduction in accordance with these Terms and the payment terms set out in the Contract.

6.3. If the Customer selects on the Contract to pay the Price by way of credit card payments, the Customer authorises the Seller to debit the Price instalments as set out in the Contract from the Customer's credit card on the Payment Dates unless otherwise advised in writing by the Customer to the Seller. If the credit card payment is declined, the Seller will issue a notice to the Customer at the details provided in the Contract ("Final Notice"). If the Final Notice is not paid within seven days of the date of the Final Notice, the Seller will render a further invoice to the Customer for the total amount outstanding.

6.4. Allowance to the Customer of additional time to pay the Price will not constitute a waiver by the Seller of any of these Terms.

6.5. In the event of non-payment of the Price in accordance with these Terms or the Contract, the Customer will pay all reasonable collection expenses, legal costs and any other reasonable expenses incurred by the Seller in connection with the non-payment.

6.6. If the Customer fails to pay the Price to the Seller in accordance with these Terms, the Seller will issue a default notice in relation to any amount due and not paid and give the Customer not less than 14 days' notice within which to remedy the non-payment. If the non-payment is not remedied within the period stipulated within

such notice, then the Seller may in its absolute discretion acting reasonably;

6.6.1 charge the Customer monthly interest on the portion of the Customer's account overdue from time to time at the annual percentage rate of 10% per annum from the date on which the default arose; and/or

6.6.2 charge an administrative fee equal to an amount up to or equivalent to 5% of the amount of credit provided by the Seller to the Customer.

7. Workplace Safety

The Seller (and its supply chain) must ensure that all works carried out in a safe manner and in strict compliance with all applicable laws relating to workplace health and safety.

8. Payment Default

If the Customer defaults in payment or breaches these Conditions then it will be liable for all costs incurred by the Seller and will indemnify the Seller against any loss, liability, charge, expense, outgoing or payment which the Seller suffers, incurs or is liable for in respect of the recovery of monies owing by the Customer to the Seller.

9. Risk

Risk in the Goods and Services passes to the Customer on delivery of the Goods and Services and from that time the Customer assumes all risk of loss and damage to the Goods and Services including without limitation all loss or damage in the course of unloading the Goods and Services following delivery.

10. Title to Goods and Services

Notwithstanding any other provisions in these Conditions and notwithstanding that the Customer has possession of the Goods and Services, title to any and all Goods and Services supplied by the Seller will remain with the Seller and no legal or equitable interest or property in the Goods and Services whatsoever will pass to the Customer until the Customer has paid the full invoice price for all Goods and Services supplied by the Seller under all invoices.

Until title passes the Customer must:

(a) refrain from encumbering the Goods and Services;

(b) store, mark and keep appropriate records for the Goods and Services so that they can at all times be

identified and distinguished as the property of the Seller and in particular must refrain from mixing the Goods and Services with any Goods and Services owned by the Customer or any other person;

(c) allow the Seller full and free access to the Customer's premises where the Goods and Services are located to retake possession of such Goods and Services if the Customer is in any way in breach of these Conditions;

(d) not dispose of the Goods and Services unless all of the following conditions are satisfied:

11. Warranty and Liability

The Seller does not exclude or limit the application of any provision of any statute (including the Competition and Consumer Act 2010 where to do so would contravene that statute or cause any part of these Terms to be void.

11.1. The Seller warrants that any Goods forming part of the Services will be:

11.1.1 of merchantable quality using proper materials; and

11.1.2 reasonably fit for their purpose as designed.

11.2. The Seller excludes from the Contract all conditions, warranties and terms implied by statute or general law or custom except any implied condition or warranty the exclusion of which would contravene any statute or cause these Terms to be void ("Non-Excludable Condition").

11.3. To the maximum extent permitted by law, the sole liability of the Seller to the Customer in respect of any defective Goods or Services (at the election of the Seller) is limited to:

11.3.1 the re-supply of the defective Goods or Services to the Customer;

11.3.2 a refund of the price paid by the Customer for the defective Goods or Services.

11.4. If the Customer is a consumer, as defined under the Competition and Consumer Act 2010, the Seller does not exclude liability to the Customer for breach of any Non-Excludable Condition in respect of the Services obtained for personal, domestic or household use and consumption. However, otherwise to the maximum extent permitted by law, neither party will be liable to the other for any indirect or consequential loss or damage.

11.5. The Customer warrants that it has not relied on any representation made by the Seller which has not been stated expressly in the Contract or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by the Seller.

11.6. To the maximum extent permitted by law, the Customer will indemnify and will continue to indemnify the Seller, its officers, employees and contractors ("Seller Indemnified Parties") against any liability, loss, damage, claim, action, demand, costs, or expenses incurred or suffered by the Seller Indemnified Parties, including, but not limited to:

11.6.1 any breach of these Terms;

11.6.2 any breach of any laws by the Customer;

11.6.3 any act or omission (negligent or otherwise) by the Customer; or

except to the extent that the claim results from the negligence, fault or wilful misconduct of the Seller Indemnified Parties.

11.7. To the maximum extent permitted by law, the Seller indemnifies and keeps indemnified the Customer against any and all claims suffered or incurred by the Customer arising out of:

11.7.1 any negligent act or omission of the Seller;

11.7.2 any breach by the Seller of these Terms or any applicable law,

except to the extent that the claim results from the negligence, fault or wilful misconduct of the Customer.

11.8. The limitations and indemnities contained in the Warranty and Liability clause continue after the expiration or termination of these Terms.

12. Customer Warranty and Our Commitment to High Quality Working

The Seller:

- (a) will ensure that the works (including workmanship and parts supplied) will:
 - each component is functional for its entire life period (for which it is designed);
 - be in conformity with the provisions of the Contract and be new;
 - be in accordance with best industry standards and practices; and
- (b) will ensure any claims under Contractual Warranty or the Australian Consumer Law are addressed by way of repairs or replacements within a reasonable timeframe.
- (c) The Contractual Warranty is additional to any other guarantee, warranty, or consumer right covered by the Australian Consumer Law and any applicable manufacturer's warranties."

13. Complaints Resolution

13.1 If the Customer has a complaint regarding any matter in relation to this Contract:

- (a) The Customer can make a complaint to the Seller in the following ways: Calling, emailing or posting mail to the contact details listed on the quote;
- (b) the Seller must, upon receipt of any complaint, handle the complaint in accordance with its standard complaints procedures on Complaints Handling AS ISO 10002-2006 (Complaints Handling Procedure); and
- (c) following the Complaints Handling Procedure, if the Owner are still not satisfied, the Owner may refer the complaint to with the relevant Fair Trading or Consumer Affairs office:

ACT: Office of Regulatory Services Phone: (02) 6207 3000

NSW: Fair Trading Phone: 13 32 20

NT: Consumer Affairs Phone: 1800 019 319

Qld: Office of Fair Trading Phone: 13 74 68

SA: Consumer and Business Services Phone: 13 18 82

Tas: Consumer Affairs and Fair Trading Phone: 1300 654 499

Vic: Consumer Affairs Phone: 1300 558 181

WA: Consumer Protection Phone: 1300 304 054

13.2 Complaints handling – Guiding Principles

VISIBILITY. Information about how and where to complain should be well publicised to customers, personnel and other interested parties.

ACCESSIBILITY. The complaints handling process should be easily accessible to all complainants. This includes readily accessible information about the process, flexibility in the methods of making complaints and special arrangements and/or support for complainants with specific needs (including interpreters).

RESPONSIVENESS. Receipt of each complaint should be acknowledged to the complainant immediately.

Complaints should be addressed promptly, complainants should be treated courteously and kept informed of the progress of their complaint through the complaints handling process.

OBJECTIVITY. Each complaint should be addressed in an equitable, objective and unbiased manner through the complaints handling process.

CHARGES. Access to the complaints handling process should be free of charge to the complainant.

CONFIDENTIALITY. Personally identifiable information concerning the complainant should be available where needed, but only for the purposes of addressing the complaint within the organisation and should be actively protected from disclosure, unless the customer or complainant expressly consents to its disclosure.

INVESTIGATION OF COMPLAINTS. Every reasonable effort should be made to investigate all the relevant circumstances and information surrounding a complaint.

CUSTOMER-FOCUSED APPROACH. The organisation should adopt a customer- focused approach, be open to feedback including complaints, and should show commitment to resolving complaints by its actions.

RESOLUTION OF COMPLAINT. Following an appropriate investigation, the organisation should offer a response, for example, correct the problem and prevent it happening in the future. The decision or action taken regarding the complaint should be communicated to the complainant as soon as the decision or action is taken.

ACCOUNTABILITY. The organisation should ensure that accountability for and reporting on the actions and decisions of the organisations with respect to complaints handling is clearly established.

CONTINUAL IMPROVEMENT. The continual improvement of the complaints handling process and the quality of services should be a permanent objective of the organisation.

Paraphrased from the Australian Standard™

Customer satisfaction – Guidelines for complaints handling in organizations

(AS ISO 10002-2006).

14. Term and Termination – AGL HPP Members only

14.1a. These Terms commences on the date that the Customer accepts the terms and conditions (the Commencement Date) and will expire 12 months later unless otherwise terminated in accordance with these Terms.

14.1. Either party may terminate these Terms upon 48 hours' notice in writing to the other party.

14.2. Either party may terminate these Terms immediately by written notice to the other if:

14.2.1 the other party commits a material breach of these Terms and that breach is not rectified within seven days of being notified; or

14.2.2 the other party becomes or is presumed insolvent or bankrupt.

14.3. In addition to giving notice to terminate the Contract the Seller may:

14.3.1 retain any moneys paid by the Customer for Services already rendered;

14.3.2 be regarded as discharged from any further obligations under these Terms; and

14.3.3 pursue any additional or alternative remedies provided by law.

15. Privacy

The privacy of the Customer's personal information is important to the Seller. The Seller is committed to respecting the Customer's right to privacy and protecting the personal information and credit related information ("personal information") of the Customer. The Seller is bound by the Australian Privacy Principles in the Privacy Act 1988 (Cth).

The Customer agrees that the Seller may contact the Customer to participate in surveys or feedback interviews in relation to the Services unless the Customer opts out.

16. Intellectual Property

All information provided by the Seller and its authorised representatives is confidential.

Any plans, drawings specifications and estimates given by the Seller must not be disclosed to any third party without the written consent of the Seller or used by the Customer other than for the purposes of these Terms. Copyright in all plans, drawings, designs and Services and any reproductions remain with the Seller.

All plans, drawings and designs remain the property of the Seller and must be returned to the Seller immediately upon demand.

17. Variation

The Seller may add or vary these Terms from time to time by uploading the varied Terms to the Website and notifying the Customer that the Terms have been varied.

18. Sub-contract

The Seller may sub-contract any or all of its rights and obligations under these Terms without the Customer's consent.

19. Governing law

These Terms are to be governed and interpreted in accordance with the laws of the State of Victoria. The parties agree to submit themselves to the non-exclusive jurisdiction of the courts of Victoria and any competent appellate courts.

20. Notices

Any notice to be given by one party to the other must be signed by the party giving the notice or by one of its duly authorised officers. The notice may be faxed to the intended recipient's facsimile number or e-mailed to the

intended recipient's e-mail address. The notice will be deemed to have been received by the intended recipient upon receipt by the sender of a successful facsimile transmission answerback or, in the case of e-mail, on the day of transmission provided that the sender is able to give evidence of transmission and the intended recipient does not give evidence of non-receipt.

20. Force Majeure

No party is liable for any failure to perform and delay in perform its obligations under these Terms if failure or delay is due to anything beyond that party's reasonable control. Examples include (but are not limited to);

- a) Adverse weather conditions affecting roof or excavation works
- b) Unforeseen excavation problems e.g. rock, contaminated soil
- c) Variations to council plans/Dial Before You Dig reports

If that failure or delay exceeds 60 days the other party may terminate these Terms with immediate effect by giving notice to either party. This clause does not apply to any obligation to pay money.