

## Infinity Property Assist (IPA)

### IPA Membership Terms & Conditions

Infinity Property Assist is brought to you by **Infinity Property Assist (Aust) Pty Ltd** (ABN 12 663 073 952) (“**IPA**”, “**we**”, “**our**” or “**us**”). These Terms and Conditions constitute the legally binding contract between IPA and you (the “**IPA Member**”, “**you**”, or “**your**”) in relation to your membership of Infinity Property Assist (“**IPA Membership**”) and the services provided by IP (“**IPA Member Services**”) are provided subject to these Terms and Conditions.

#### 1. IPA Membership Term

- (a) The term of your IPA Membership is 12 months (“**Membership Year**”), however you can extend your IPA Membership for further 12-month renewal periods / Membership Years by paying the IPA Membership Fee for the renewal period.
- (b) Your IPA Membership may be subject to early termination in accordance with clause 12 of these Terms and Conditions.

#### 2. IPA Membership Fee

- (a) The IPA Membership Fee is currently \$790 including GST per year & \$690 including GST for properties without gas or \$350 including GST for 24/7 Emergency Only (“**Membership Fee**”)
- (b) We reserve the right to increase the Membership Fee for any renewal period, however you will be able to terminate your IPA Membership before any proposed fee increase would otherwise take effect. IPA Member Services may be refused if the IPA Membership Fee remains unpaid.

#### 3. Eligibility for IPA Membership Benefits

- (a) IPA Membership is only available to homeowners or managing agents for their residential (non-commercial) fixed dwelling properties (referred to as the “**Property**” in these Terms and Conditions).
- (b) Renters are unable to purchase an IPA Membership.
- (c) You may only nominate one Property for each IPA Membership. The IPA Member Services are available for emergencies occurring within the boundaries of the Property.
- (d) IPA Membership is only available in relation to Rental Properties within Victoria.
- (e) Your IPA Membership cannot be transferred or assigned by the IPA Member to any other person.

#### 4. IPA Member Services

- (a) As an IPA Member, you can access to the following IPA Member Services:
  - (i) Unlimited call-outs (subject to clause 4(b) below), 24 hours a day / 7 days a week - for your nominated rental property in Victoria (the “**Property**”), for emergency gas, plumbing, electrical, heating, cooling and locksmith services that are listed as Included IPA Member Services listed in clause 5 below, and subject to the Exclusions also listed in clause 5 below -.
  - (ii) Annual maintenance and safety checks for the Property to the extent listed as Included Maintenance and Safety Services below.
  - (iii) Materials and labour included for the above services, subject to exclusions and limitations listed in clause 5 below.
- (b) IPA reserves the right to limit or refuse IPA Member Services where it reasonably considers the IPA Member’s use of the Services is excessive or unreasonable.

- (c) Your IPA Membership is not to be used instead of emergency rescue or disaster response services in situations that pose a risk to your personal safety or property or the personal safety or property of others. In these cases you should contact the appropriate emergency or rescue services such as triple-zero emergency services, the SES or appropriate utility or essential services providers.
- (d) Your IPA Membership is not a substitute for home insurance.
- (e) You authorise IPA to accept call-outs from your Property renters in relation to IPA Member Services and accept any risks associated with this authorisation.

**5. Included IPA Member Services and Exclusions**

- (a) The following services are Included IPA Member Services available to access as part of your IPA Membership, subject to the Specific Exclusions listed below and General Exclusions in clause 5(b):

Included IPA Member Services	Specific Exclusions from IPA Member Services
<p><u>Plumbing &amp; Gas Inclusions</u></p> <ul style="list-style-type: none"> <li>• Internal plumbing emergencies;</li> <li>• Leaking toilets, water leaking outside the toilet;</li> <li>• Split pan cones;</li> <li>• Split pan collars;</li> <li>• Mains water leaking inside or outside;</li> <li>• Sewer blockages;</li> <li>• Stormwater blockage that is causing internal damage;</li> <li>• Leaking waste pipes;</li> <li>• Replace broken toilets, seat and cisterns;</li> <li>• Replace/repair hot water service;</li> <li>• Replace pressure temperature relief valves;</li> <li>• Gas leaks (internal &amp; external)</li> <li>• Thermocouple replacement;</li> <li>• Gas controller in hot water service; and</li> <li>• Replacement or repair of taps and mixers.</li> </ul>	<p><u>Specific Plumbing &amp; Gas Exclusions</u></p> <ul style="list-style-type: none"> <li>• Shower leaking through tiles and walls;</li> <li>• Roof leaks outside the house;</li> <li>• Leaking gutters if water is not going inside;</li> <li>• Leaking downpipes if water is not going inside;</li> <li>• Sanitary pumps, Saniflo toilets;</li> <li>• Swimming pool problems;</li> <li>• Spa problems;</li> <li>• Plaster repairs caused by water leaks;</li> <li>• Appliances such as dishwashers or washing machines, cooktops &amp; ovens;</li> <li>• Instant boiling units;</li> <li>• Insinkerators;</li> <li>• Leaking shower screens;</li> <li>• Sprinkler systems indoor and outdoor; and</li> <li>• Area wide disruptions to essential services due to an event or incident;</li> <li>• Misuse or willful damage;</li> <li>• Power Surger</li> </ul>
<p><u>Electrical Inclusions</u></p> <ul style="list-style-type: none"> <li>• Check/replace light switch;</li> <li>• Check/replace power points;</li> <li>• Check/replace switchboard;</li> <li>• Blown fuse.</li> </ul>	<p><u>Specific Electrical Exclusions</u></p> <ul style="list-style-type: none"> <li>• Security Cameras;</li> <li>• CCTV;</li> <li>• Security Systems;</li> <li>• Smart door locks; and</li> <li>• Area wide disruptions to essential services due to an event or incident.</li> </ul>
<p><u>Locksmith Inclusions</u></p> <ul style="list-style-type: none"> <li>• Broken key in lock (doors or windows);</li> <li>• Replacement key/lock barrel; and</li> <li>• Locked out of the house.</li> </ul>	<p><u>Specific Locksmith Exclusions</u></p> <ul style="list-style-type: none"> <li>• Smart Door Locks.</li> </ul>
<p><u>Annual Maintenance Inclusions*</u></p> <ul style="list-style-type: none"> <li>• Electrical safety check every 2 years;</li> <li>• Smoke alarm safety check every year;</li> <li>• Gas safety check every 2 years;</li> <li>• Visual inspection of the entire property internally &amp; externally;</li> <li>• Battery replacement or smoke detector</li> </ul>	<p><u>Annual Maintenance Exclusions</u></p> <ul style="list-style-type: none"> <li>• Any work not specifically listed as Annual Maintenance Inclusions.</li> </ul>

replacement; <ul style="list-style-type: none"> <li>• Check smoke alarm positioning;</li> <li>• Main earthing system compliance tested;</li> <li>• Check for leaking taps, shower heads, replace washers;</li> <li>• Carbon monoxide testing of appliances gas appliances;</li> <li>• Clean, dust, or replace gas appliances, filters, fan, pilot light;</li> <li>• Gas supply and operating pressure checked; and</li> <li>• Service report completed at each inspection.</li> </ul>	
<u>Heating &amp; Cooling</u> <ul style="list-style-type: none"> <li>• Heating &amp; Cooling systems compliance tested;</li> <li>• Inspection and Cleaning of filters;</li> </ul>	<u>Specific Heating &amp; Cooling Exclusions</u> <ul style="list-style-type: none"> <li>• Cooling systems over 12 years old are not covered for replacement;</li> <li>• Decorative Heating Units.</li> </ul>

*\*IPA reserves discretion to replace certain products other than like-for-like provided that the replacements meet Australian Standards, including (without limitation), taps, door locks, air conditioners, heating units, hot water service, unique or antique items or other items that are not viable to replace like-for-like.*

**(b) General Exclusions**

IPA Member Services are not available for:

- (i) major structural damage;
- (ii) area wide disruption to essential services;
- (iii) disruption to essential services as a result of disconnection by the relevant authority;
- (iv) major disasters;
- (v) any requests for general maintenance that is either outside the relevant trade categories listed above or are unrelated to the specific home emergency;
- (vi) breakdown, loss or damage to portable appliances, saniflo toilets or other mechanical equipment;
- (vii) damaged hedges, fences, gates or awnings; or
- (viii) removal of broken appliances, fallen trees, branches or other general debris from the member property;
- (ix) an emergency that occurs in or at or involves:
  - a. any building, structure or land outside the Property boundaries of the Property address or lot such as public, council, shared or common property; or
  - b. areas or equipment reasonably considered to be the province and responsibility of utility providers such as gas or water meters; gas pipelines, electricity cables and grids or water mains.

Your IPA Membership does not include the provision or replacement of the following parts and materials:

- (i) windows, doors, glass, tiles, carpets, fly screens and any other fittings, fixtures or ornamentation;
- (ii) fixed plumbing apparatuses such as baths;
- (iii) roofing materials (including skylights and solar panels);
- (iv) roofing tarps;
- (v) gas cylinders or water tanks;
- (vi) power generators or motorised units;
- (vii) window locks, handles, winders, remote controls;
- (viii) parts or components not readily available to the IPA service provider during the call-out.

**6. Repair Limitations**

- (a) IPA's ability to fully repair a problem during the call-out may be limited where the IPA determines:
  - (i) full repair is estimated to take longer due to the nature of the problem;
  - (ii) materials or equipment required to resolve the problem are not available to the IPA service provider at the time of service;
  - (iii) specialist knowledge is required to resolve a problem;
  - (iv) destruction or demolition of property including walls, floors and ceilings is required; or
  - (v) blocked or damaged pipes are the result of extensive root damage.
- (b) Additional costs will be applicable for services, parts or materials that IPA agrees to provide outside of the exclusions and limitations in these Terms and Conditions. We will prepare a quote for any such services, parts or materials.
- (c) **Transition to Electric Hot Water Services**  
In the event that a gas hot water service fails and new laws or regulations require the replacement of the hot water service with an electric system, the cost of upgrading from gas to an electric hot water service will be borne by the rental provider. This cost is not included as part of IPA Member Services and will be invoiced separately.

## 7. IPA discretion to restrict IPA Member Services

IPA Member Services will not be provided or may be limited where:

- (a) there is a real risk of danger to the health and safety of any person or where this is a real risk of causing significant damage to the Property or to the environment; or
- (b) the Property renter or other relevant person is behaving in an inappropriate, threatening, abusive or dangerous manner.

## 8. Services Availability

- (a) IPA Member Services will be provided as soon as practicable but a response time is not guaranteed.
- (b) IPA Members, or a Property renter, must be present at the Property during the call-out, unless agreed otherwise.
- (c) Where an IPA Member requires locksmith services, they may be required to confirm that they are legally entitled to enter the Property and satisfactory proof of identity may be requested by the IPA service provider.

## 9. Call-outs

- (a) IPA provides up to \$10,000 worth of emergency labour & materials per property annually from the time the IPA service provider arrives at the Property to provide IPA Member Services.
- (b) Where safety measures are required, the call-out may be extended if necessary for completion. The IPA Member will be advised of any further work required upon completion of the call-out. Where specialised or more extensive repairs are needed, the IPA Member may request the IPA service provider to arrange a quote on their behalf.
- (c) The expenses of any repairs or procedures provided by the IPA service provider after the call-out or provided by a third party must be covered by the IPA Member.
- (d) The decision as to whether to repair or implement safety measures is at the sole discretion of the IPA service provider attending the emergency and will be determined during the call-out.

## 10. Repair Materials

- (a) IPA Member Services include the cost of minor parts and materials used in the provision of IPA Member Services or safety measures that are readily available and carried by the IPA service

provider during the call-out. The cost of parts and materials used in follow up work must be covered by the IPA Member.

- (b) Any IPA Member-supplied part or parts may be refused to be installed by an IPA service provider in their sole discretion. Any warranty relating to parts and materials will not apply to any IPA Member-supplied parts.

## 11. Limitations of Liability

- (a) The IPA Member acknowledges that the Services are intended to be emergency repairs and may be temporary or make-safe in nature. As such, IPA does not represent that the Property (or part thereof) will be, or will remain for any period of time, in working order. Where repairs are temporary or make-safe only, IPA will not be liable to any person (whether in tort, contract or otherwise) in connection with damage, accidents or injuries that may occur following IPA Member Services as a result of the IPA Member not taking appropriate action to implement permanent repairs to the Property.
- (b) IPA accepts no liability for performing repairs or safety measures which would void a warranty or prejudice or adversely affect an existing or subsequent insurance claim or legal action involving the IPA Member. It is your responsibility to advise the IPA service provider not to repair an item where doing so may void a warranty or cause the IPA Member to breach a contractual obligation.
- (c) IPA may accept liability for damage to a Property directly caused by the provision of the IPA Member Services to it where notice of that damage is given to IPA within 7 days of the IPA Member Services being provided and IPA is given an opportunity to inspect the Property before further repairs are carried out and considers, acting reasonably, that the damage was directly caused by negligence on the part of IPA or IPA service provider.
- (d) Any advice provided as part of the Services is provided with reasonable care, based on information provided to IPA or to an IPA service provider. To the extent permitted under Australian Consumer Law, IPA disclaims all liability relating to use of this information.
- (e) If, despite the limitations above, IPA is found to be liable to the IPA Member and/or any other person in connection with the IPA Member Services, IPA's liability is limited to a sum not exceeding \$1,000 (including legal costs) in respect of the aggregate of all claims during any consecutive period of 12 months.
- (f) IPA will not be liable or in default for any failure or delay in providing IPA Member Services, where failure or delay arises directly or indirectly out of causes beyond the reasonable control of IPA including, without limitation: major disasters, adverse weather conditions, unavailability of materials, parts or equipment, failures in telecommunications and otherwise where the relevant IPA Member Service is not reasonably available.
- (g) To the extent permitted by law, IPA will not be liable to any person for any indirect, special or consequential loss or damage in connection with the IPA Member Services, whether in contract, tort (including negligence), statute or otherwise.
- (h) Nothing in these Terms and Conditions excludes any liability implied or imposed by any laws (including the Australian Consumer Law) that cannot be lawfully excluded or limited. Where IPA can limit our liability under the Australian Consumer Law, IPA limits such liability to the following (at IPA's option): in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of goods, the payment of the cost of replacing the goods or of acquiring equivalent goods; or in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- (i) IPA is not:
  - a replacement for home insurance;

a general maintenance, preventative or handyman service; or  
an emergency rescue or disaster response service.

## 12. Termination of IPA Membership

### (a) Termination by the IPA Member

The IPA Member may cancel their IPA Membership at any time by notice to IPA, however Membership Fees are not refundable unless covered by the refund provisions below.

### (b) Termination by IPA

IPA may cancel the IPA Member's subscription to IPA immediately and without penalty and without refund of Membership Fees where, in the reasonable opinion of IPA, the IPA Member has:

- (i) materially breached these Terms and Conditions and the breach has not been or cannot be remedied; or
- (ii) acted in a manner that is inappropriate, improper, hostile, threatening, abusive or dangerous.

### (c) Limited right to refund of Membership Fees

Membership Fees may be refunded (in whole or in part) if the IPA Membership is terminated because of one of the following reasons:

- (i) the IPA Member Services are no longer able to be provided at the Property;
- (ii) the Property is destroyed as the result of a major disaster and declared a total loss; or
- (iii) during the current Membership Year, the IPA Member sells the Property and provides satisfactory evidence of the sale (e.g. copy of contract of sale);
- (iv) an IPA Member dies; or
- (v) clause 14(b) below applies.

## 13. Privacy

- (a) In order for IPA to provide Services under these Terms and Conditions, you agree to provide relevant personal information (as defined in the Privacy Act 1988). Personal information will only be used for the performance of the IPA Member Services and collected and used in accordance with IPA's [Privacy Policy](#).
- (b) You agree that IPA service providers may take photo or video of existing damage and repairs provided during a call-out, provided any such photos or video do not identify you or the Property without your consent.
- (c) You agree that IPA may contact you with marketing communications, including emails, relating to IPA products, services and promotions. You will have the ability to opt out of receiving these communications.

## 14. Changes to these Terms and Conditions

- (a) We may change these Terms and Conditions by notice to you.
- (b) If a change to these Terms and Conditions will have a serious detrimental effect on the IPA Member Services supplied to you, then you may request that IPA cancel your IPA Membership and IPA will refund you the unused portion (pro-rata) of any Membership Fee.

## 15. Governing law

These Terms and Conditions will be governed by and construed in accordance with the laws in force in the State of Victoria, Australia, and each party submits to the non-exclusive jurisdiction of the courts of Victoria.

### Contacting IPA

To request emergency assistance, make a complaint or if you have any other questions, please contact IPA at:

**Phone:** 0425 191 829

**Email:** [info@infinitypa.com.au](mailto:info@infinitypa.com.au)