



**CONNECTED ADVANTAGE GROUP PTY LTD  
(TERMS OF TRADE)**

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Welcome to EzyTrade! EzyTrade is owned and operated by Connected Advantage Group Pty Ltd ABN 97 659 088 383 of Level 5, 20 Bond Street, Sydney NSW 2000 (we, us, our).

Please read these EzyTrade Terms of Trade (Terms of Trade) carefully. They apply to all Approved Service Providers, Job Offers and Job Agreements. By accepting a Job Offer and Job Agreement, You are accepting the Job Offer and Job Agreement subject to these Terms of Trade.

#### **About EzyTrade**

- 1.1 Connected Advantage manages a repair and maintenance process, under its Managed Repair & Maintenance Network Program and through its network of Approved Service Providers, providing Customers with access to qualified trades for planned preventative maintenance, reactive maintenance, handy person work, major and minor Job Agreements, ad-Hoc Job Agreements, and related Job Agreements.
- 1.2 Access to the Managed Repair & Maintenance Network Program is through EzyTrade.
- 1.3 The EzyTrade solution comprises of the EzyTrade Platform and Services. We do not provide Building Services. EzyTrade facilitates engagements by Customers with Approved Service Providers for the supply of Building Services at a Site.
- 1.4 EzyTrade is only available to Customers who have entered into a Customer Agreement with us. A Customer Agreement comprises of:
  - (a) Terms of Service; and
  - (b) the applicable Accepted Order(s) (including any addendums or annexures attached to an Accepted Order by us); or
  - (c) Any partnership entered between EzyTrade and Building Managers, Strata Managers, and Approved Service Providers.
- 1.5 Job Offers are made to Approved Service Providers via the EzyTrade Platform and Approved Service Providers can accept the Job Offer and deliver on the Job Agreement.
- 1.6 Job Agreements are subject to the terms of this Terms of Trade and the applicable scope of the Job Agreement.
- 1.7 An Owners Corporation can select its preferred Approved Service Provider(s) via EzyTrade. EzyTrade will endeavour to allocate Building Services requested by the Customer to such preferred Approved Service Provider(s) where they indicate that they are available to perform relevant Building Services. Where they are not available, EzyTrade will allocate the applicable Building Services to other Approved Service Providers.
- 1.8 EzyTrade will also endeavour to onboard any Customer preferred service provider as an Approved Service Provider, subject to such service provider satisfying the EzyTrade Panel Requirements and otherwise as determined by us in our sole discretion.

#### **Reporting a building maintenance & repair Issue**

- 2.1 We provide Customers who have entered into Customer Agreements with us with EzyTrade Key Tags for distribution to each unit, townhouse or other premises comprising part of the Customers' Sites. Customers will distribute the EzyTrade Key Tags to all such premises and ensure that all occupants of the premises are in possession of EzyTrade Key Tags.
- 2.2 EzyTrade Signage are prominently displayed around the common areas at Sites to encourage residents, owners and other individuals located at the Sites to report and request, via EzyTrade, building maintenance identified in connection with the common areas that they consider require Building Services (each a Work Request).
- 2.3 EzyTrade Key Tags and EzyTrade Signage provided by us will include:
  - 2.3.1 an EzyTrade website address and QR code that enables Residents to issue Work Requests via EzyTrade;
  - 2.3.2 a 1300 telephone number that enables a Resident to issue Work Requests by telephone to the EzyTrade Call Centre; and
  - 2.3.3 where applicable, information about other methods that we may enable Residents to use to issue Work Requests to EzyTrade.
- 2.4 Each Work Request must be designated by Residents according to its priority as "Emergency", "Non-Emergency" or "Quote" (Designated Priority).

#### **EzyTrade Access for Approved Service Providers**

- 3.1 If you are an Approved Service Provider, subject to your approval as an Approved Service Provider not being terminated or suspended by us, and subject to your compliance with these Terms of Trade and your continued compliance with the EzyTrade Panel Requirements:
  - 3.1.1 your Personnel will have a non-exclusive, non-sublicensable, revocable, and non-transferable right to access and use the Platform on a software-as-a-service basis for the purposes of responding to Job Offers and requests for Quotation;
  - 3.1.2 upon the termination of, and for the duration of any suspension of, your approval as an Approved Service Provider by us, or upon termination of your EzyTrade account, the rights granted under paragraph (a) will terminate.

**Job Offers**

- 4.1 Connected Advantage does not guarantee the number of Job Offers that will be offered through the Platform, and the Approved Service Provider acknowledges that the requirements of this Approved Service Provider Agreement shall apply without regard to the number of Job Offers received.
- 4.2 Approved Service Providers will not be entitled to any sum in respect of loss of profit or any other payment if it does not receive Job Offers or perform Job Agreements in accordance with this Approved Service Provider Agreement.
- 4.3 For the avoidance of doubt, any works completed by the Approved Service Provider which is outside the scope of an authorised Job Agreement, without the approval of Connected Advantage, will not be subject to the terms of this Approved Service Provider Agreement and will not involve Connected Advantage.

**Delivery of Job Agreement**

- 5.1 The Approved Service Provider acknowledges that the Customers of Connected Advantage are a priority and it agrees that it has been appointed to provide the Job Agreement on the expectations that when a Job Agreement is entered into, Connected Advantage's Customers will be supplied by quality trades who have undergone stringent financial and contract administration review, verification of insurances and state licensing, ongoing trade capability assessment, continual review of financial capability and an annual credential process to ensure consistent qualification standards.
- 5.2 The Job Agreement will be delivered in a prompt and diligent manner in accordance with reasonable timing requirements and will be measured using the following Service Level Performance Indicators developed by Connected Advantage for this purpose and assessed over different periods.

Service Level Performance Indicators	
In-bound calls	On average 40-minutes to complete allocation, including triage, creating scope, sourcing the most suitable trades, allocating orders, updating Counterparties by phone in emergency's, updating job file etc.
Customer contact from first appointment Received	Routine instruction within 1 hour of instruction; Emergency instruction within 30 minutes of instruction
Attendance at property from first appointment	Emergency instruction within 4 hours of instruction; Routine instruction within 48 hours of instruction;
Managed Repair cycle from first attendance to last attendance	Building repair 25 business days (Average); Restoration 7 business days (Average)
Total cycle from first appointment to last report and invoice	45 calendar days; 31 business days (Average)
Quotations	Approved Service Provider, within 4 business days, to contact Counterparties to select a suitable period for a site visit and forward the quotation to Connected Advantage for validation

- 5.3 **Minimum Service Level Undertaking**  
In recognition of the statutory obligation of some of Connected Advantages Customers, the Approved Service Provider undertakes and warrants that it will:
  - (a) always meet the minimum requirements set out in the table below; and
  - (b) not enter into arrangements with any contractor or subcontractor that does not meet the minimum requirements set out in the table below or engage any contractor or sub-contractor for the provision of any goods or services, unless that party has complied with the minimum requirements set out in the table below.

Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)	<ol style="list-style-type: none"> <li>1. Must be registered as a business for tax purposes in Australia</li> <li>2. Must have a minimum \$10 million Public &amp; Product Liability Insurance (in respect of each occurrence and unlimited in aggregate for any one period of cover)</li> <li>3. Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)</li> <li>4. Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader</li> <li>5. Must hold all licences as relevant to services provided</li> <li>6. Must have an established Quality Management system (Consultants only)</li> <li>7. Must have an established Health &amp; Safety Management system</li> </ol>
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- 5.4 Approved Service Providers undertakes to:
  - a) **(DOMESTIC BUILDING CONTRACTS)** enter written domestic building contracts under the applicable Home Building Legislation, if applicable, for the performance of the Job Agreement with Connected Advantage's Customers;
  - b) **(PERMITS, LICENSES, CERTIFICATES AND ACCREDITATIONS)** maintain and provide
    - i. all consents, authorities, permits, licenses, certificates, and accreditations required by law or otherwise necessary for the fulfilment of its obligations under this Agreement and obtain and maintain current all such consents, authorities, permits, licenses, certificates, and

- ii. to Connected Advantage updated copies of the certificates of currency for any insurance policies required by this Terms of Trade;
  - iii. the relevant permits, licenses, certificates and accreditations and policies of insurance for the relevant Job Agreements to be performed as a precondition to any entitlement to receive a Job Offer and ensure that its subcontractors and sub-consultants are similarly insured or covered by the insurance required under this clause for the relevant Job Agreements to be performed by those subcontractors and sub-consultants.
- (c) **(INSURANCE)** at its own cost and expense, obtain and maintain current during any period in which it enjoys approval as an Approved Service Provider and for a period of 6 years thereafter:
- i. public liability insurance in the sum of twenty million dollars (\$20,000,000);
  - ii. workers compensation insurance; and
  - iii. any other insurances required to perform under a Job Agreement
- (d) avoid any actual or perceived conflict of interest in providing the Job Agreement and must notify Connected Advantage before commencing Job Agreement in any circumstance where a conflict of interest may exist; and
- (e) ensure that its engagement or employment of all Approved Service Provider representatives is in full compliance with applicable laws, including any labour hire licensing laws, and provide certification of the same to Connected Advantage immediately upon request;
- (f) ensure, in situations where the Approved Service Provider representatives are required to perform the Job Agreement in an area or facility which will involve contact with children for extended periods or more than 5 days, ensure all such representatives have a current and successful Working With Children Check;
- (g) that its Approved Service Provider representatives have been made aware of the contents of this Approved Service Supplier Agreement and agree that it shall comply with all obligations in this Agreement that are binding on the Approved Service Provider representatives as if such obligations were imposed on the Approved Service Provider representatives directly.
- 5.5 The Approved Service Provider undertakes to, and warrants on acceptance of a Job Agreement that:
- (a) the Job Agreement will be performed with due diligence, in a proper and skilful manner, the applicable scope of the Job Agreement, the Service level performance indicators and other terms in this Approved Service Supplier Agreement.
  - (b) all materials supplied will be good and suitable for the purpose for which they are used and will be new, or where new is not available then as may be agreed with Connected Advantage's Customers.
  - (c) all material and parts supplied or installed in the provision of the Job Agreement are supplied or installed on the same terms and conditions as the applicable manufacturer's warranty.
  - (d) the Job Agreement will be completed in accordance with, and will comply with, all applicable laws;
  - (e) for any breach of the warranty, the Approved Service Provider will, at no additional cost to Connected Advantage's client, re-perform the Job Agreement in a manner that does not breach the warranty using a repair method agreed with, and with minimum inconvenience to, Connected Advantage's Customers.

#### Requests for Quotation

- 6.1 Where an Approved Job Offer provides that the designated priority is "quote", the Approved Service Provider shall provide the Customers with a quote. Any quote issued by the Approved Service Provider is valid for 30 days from the date of issue.
- 6.2 Quotes are based upon the cost of materials available at the time of preparation of the quote and assume the timely supply of necessary instructions to the Approved Service Provider.
- 6.3 An indication in a quote of the time frame for the provision of the Job Agreement is an estimate only and is not a fixed time frame. Subject to any obligations in respect of consumer guarantees under the Australian Consumer law or other non-excludable applicable law, this estimate is not binding upon the Approved Service Provider.

#### Invoicing and Payment

- 7.1 The Approved Service Provider irrevocably undertakes that it will issue an invoice (Service Providers Invoice) to Connected Advantage upon completion of the Job Agreement or any time thereafter for an amount equal to:
- (a) the quote and any additional charges; or
  - (b) if no quote formed part of the Job Agreement, for an amount representing the Approved Service Provider's charge for providing the Job Agreement on a time and materials at its then-current rates. and
  - (c) in doing so, the Approved Service Provider acknowledges that it irrevocably accepts the credit risk of Connected Advantage and / or receipt of payment, delayed or otherwise, from Connected Advantage and irrevocably waives its rights to seek payment, or any form of redress, not limited to any claim or demand, from the party with whom it enters into a Job Agreement.
- 7.2 For the avoidance of doubt, the Approved Service Provider irrevocably acknowledges and warrants that:

- (a) The other party to a Job Agreement does not have any obligation to pay a Service Provider Invoice; and
  - (b) Connected Advantage only has such and the obligation to pay a Service Provider Invoice within 2 days of receipt of payment from the Customers.
- 7.3 Following receipt of a valid Service Provider Invoice, Connected Advantage will promptly issue a corresponding invoice (Connected Advantage Invoice) to its Customers that sets out:
- (a) the total amount payable by it to Connected Advantage plus any applicable GST;
  - (b) details of the Approved Service Provider; and
  - (c) details of the applicable Building Services supplied.
- 7.4 Connected Advantage will issue the invoice for the completed Job Agreement to its Customers for payment and will use its best endeavors to ensure that its Customers pays the invoice within twenty-one days (21) of the date of the invoice.
- 7.5 On receipt of payment from its Customers, Connected Advantage will release to the Approved Service Provider the amount of the Service Providers Invoice (inclusive of GST).
- 7.6 Without limiting any other provision of these General Conditions, unless the Approved Service Provider uploads to the Platform:
- (a) before and after photos of the Job Agreement; and
  - (b) evidence of satisfactory completion of the Job Agreement, in writing from the Customer, the Approved Service Provider is not entitled to payment.

## **GST**

- 8.1 Save for defined terms in a Job Agreement, words or expressions used in this Agreement have a particular meaning in the GST law (as defined in the GST Act) and including any applicable legislative determinations and Australian Taxation Office public rulings, have the same meaning, unless the context otherwise requires. Except where express provision is made to the contrary, and subject to this clause 7, the consideration to be paid or provided under or in connection with a Job Agreement is inclusive of GST. To the extent that any supply made under or in connection with a Job Agreement is a taxable supply, the GST inclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST inclusive consideration is to be paid or provided. To the extent that one Party is required to reimburse another Party for costs incurred by the other Party, those costs will include any amount in respect of GST for which the other Party is entitled to claim an input tax credit. To the extent that any consideration payable to a Party under or in connection with a Job Agreement is determined by reference to a cost incurred by a Party, or is determined by reference to a cost, price, value, sales, revenue or similar amount, the GST inclusive amount of that cost, price, value, sales, revenue, or similar amount must be used. A Party's right to payment under a Job Agreement is subject to a valid Tax Invoice being delivered to the recipient of the taxable supply.

## **No Independent Dealing and Conflict of Interest**

- 9.1 An Approved Service Provider must not enter into a separate agreement with a Connected Advantage Customers in regards the provision of a Job Agreement.

## **Subcontracting**

- 10.1 The Approved Service Provider must not subcontract a Job Agreement. Approval to subcontract will not relieve the Approved Service Provider from any liability or obligation under this Agreement. The Approved Service Provider shall be liable for any acts or omissions of a subcontractor as if they were acts or omissions of the Approved Service Provider.

## **Confidentiality**

- 11.1 The Approved Service Provider agrees and acknowledges that it may receive information while performing its obligations under this Approved Service Provider Agreement that is marked as confidential or is deemed confidential information of Connected Advantage by law ("**Confidential Information**").
- 11.2 The Approved Service Provider agrees and acknowledges that the Confidential Information of Connected Advantage will be received and held by the Approved Service Provider and the Approved Service Provider's personnel in strict confidence and will not be disclosed by the Approved Service Provider and/or the Approved Service Provider's personnel, except:
- (a) with the prior written consent of Connected Advantage;
  - (b) where disclosed to the personnel or professional advisors of the Approved Service Provider on a strictly confidential basis;
  - (c) as required by law or a court of competent jurisdiction, and then, only to the extent required, and provided that the Approved Service Provider promptly notifies Connected Advantage of such requirements of disclosure as soon as such requirements becomes known to the Approved Service Provider and the Approved Service Provider provides full particulars to Connected Advantage of those requirements and the disclosure.

### **Indemnity**

- 12.1 The Approved Service Provider is liable for and indemnifies and shall keep indemnified Connected Advantage (to the maximum extent permitted by law) against:
- 12.1.1 all cost, loss, damage, and expense (including legal fees on an indemnity basis) suffered by Connected Advantage and any of its employees and agents; Customers has or may have to any third party in relation to, arising out of or in connection with the Job Agreements, arising because of or in connection with any negligence of the Approved Service Partner, its employees, subcontractors, sub-consultants, or agents.
  - 12.1.2 Without limiting the above, the Approved Service Provider is liable for and indemnifies and shall keep indemnified Connected Advantage (to the maximum extent permitted by law) against:
  - 12.1.3 loss of or damage to any property, including existing property in or upon which the Job Agreements are being carried out; and
  - 12.1.4 claims by any person against Connected Advantage or the Owners Corporation in respect of illness, personal injury or death or loss of or damage to any property, arising out of or because of the carrying out by the Approved Service Provider of the Job Agreements including where there has been any failure by any subcontractor or sub-consultant of the Approved Service Provider to take reasonable care.
  - 12.1.5 In addition, Approved Service Provider shall defend, indemnify, and hold harmless Connected Advantage from and against all Claims arising out of any:
  - 12.1.6 labour or material liens, fees, commissions or other compensation claimed by the Approved Service Provider and/or any Approved Service Provider Representative or any third party because of any materials, works allegedly provided, performed or rendered by or for the Approved Service Provider and/or any Approved Service Provider Representative in connection with this Agreement (specifically including but not limited to claims made against Connected Advantage, any affiliated corporations, their directors, officers, agents, employees, assigns and representatives because of liens or other claims of Approved Service Provider or its subcontractors or suppliers);
  - 12.1.7 improper use, installation, handling, storage, or disposal of toxic or hazardous materials or waste, including but not limited to, mould, lead, asbestos, or products containing mould, lead, or asbestos, as defined under any Applicable Laws. The indemnity under this subsection shall include, but not be limited to, removal of such products or materials in accordance with the then current Local, State, Territory or Commonwealth Environment standards, equivalent regulations, or specified procedures as well as corrective measures.

### **Force majeure**

- 13.1 If circumstances beyond the Approved Service Provider's control prevent or hinder its provision of the Job Agreement, the Approved Service Provider's obligation to provide the Job Agreement is suspended while those circumstances continue.
- 13.2 Circumstances beyond the Approved Service Provider's control include, but are not limited to, unavailability of materials or components, strikes, lockouts, riots, natural disasters, fire, war, acts of God, Government decrees and proclamations or orders.

### **Miscellaneous**

- 14.1 Each Job Agreement is governed by the laws of the state of New South Wales and each party irrevocably submits to the non-exclusive jurisdiction of the courts of that state in relation to any dispute between the parties.

### **Notices**

- 15.1 A notice under this Approved Service Provider Agreement shall be sent by hand delivery, post, or email, using the address specified at the top of the first page of this Agreement.
- 15.2 Any notice issued by hand shall be deemed delivered upon delivery.
- 15.3 Any notice issued by post shall be deemed delivered 6 Business Days after posting if posted domestically, or 15 Business Days after posting if posted internationally.
- 15.4 Any notice issued via email shall be deemed to be delivered upon the email being sent, provided that if an email is sent out of Business Hours, it shall be deemed to be delivered at 9am on the next Business Day.

### **Amendment**

- 16.1 This Agreement may only be amended by a written document signed by the parties and the relevant and Connected Advantage acknowledges its obligation to obtain the written approval of its Customer to whom it has provided an undertaking and warranty not to change this Approved Service Providers Agreement without that Customers' written approval.

**Definitions and interpretation**

In this EzyTrade Terms of Trade, the following words have the following meanings, unless expressly agreed otherwise:

**Approved Service Provider** means a supplier of Building Services who has entered into an Approved Service Provider Agreement with Connected Advantage, and such Agreement has not been revoked, suspended, altered, or terminated by Connected Advantage, or relinquished by the Approved Service Provider.

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Additional Charge** means:

- (a) fees or charges for additional work performed at the Customer's request or reasonably required because of the Customer's conduct, calculated on a time and materials basis by the Approved Service Provider in accordance with the Approved Service Provider's then current rates; and
- (b) expenses incurred by the Approved Service Provider, at the Customer's request or reasonably required because of the Customer's conduct.

**Authoriser** means a person or party nominated in writing by you who is authorised to access the Platform and/or to enter into Job Agreement and/or approve or reject Work Requests.

**Building Services** means repairs, maintenance, construction, engineering work and any other applicable building services.

**Call Centre** means the call centre that is available 24/7 operated by or on behalf of Connected Advantage.

**Confidential Information** means our Confidential Information and includes our business affairs, financial affairs, business plans, price lists, strategies, technical operations, Intellectual Property Rights, the Documentation, and our financial position.

**Customer** means the person identified on a Job Agreement as the customer.

**Dashboard** means the part of the Platform only accessible by you or your Authorised personnel.

**Documentation** means any user manuals, technical specifications and other documentation, content, and materials (whether in written or electronic form and including any audio-visual content) provided by us in respect of the Platform.

**Force Majeure Event** means war, strike, lockout, natural disaster, flood, earthquake, act of God, or other circumstances beyond the reasonable control of Connected Advantage.

**GST** has the meaning given by the *A New Tax System (Goods and Job Agreement Tax) Act 1999* (Cth).

**Insolvency Event** means: (a) where the party is an individual, that party commits an act of bankruptcy or is declared bankrupt or insolvent or that party's estate otherwise becomes liable to be dealt with under any law relating to bankruptcy or insolvency; (b) where a resolution is passed or Court order made for the winding up of that party or an administrator is appointed to that party pursuant to any relevant law; (c) a receiver or manager or receiver and manager is appointed to the assets or undertaking of the party or any part thereof; or (d) the party is unable to pay its debts as and when they fall due.

**Intellectual Property Rights** means all copyright, trademark rights, patent rights, and design rights, whether registered or unregistered, and all other rights to intellectual property as defined under article 2 of the convention establishing the World Intellectual Property Organization, and all rights to enforce any of the foregoing rights.

**Job Agreement** means a Job Offer formally accepted in writing by the Approved Service Provider on the Platform.

**Job Offer** means a job that is offered through the Platform

**Managed Repair & Maintenance Network Programme** means a programme operated by Connected Advantage through a network of Approved Service Providers to provide property maintenance and repair services by qualified trades.

**Onboarding Completion Date** means the date that Connected Advantage approves a Service Provider.

**Personal Information** has the meaning given in the Privacy Act 1988 (Cth).

**Platform** means the online platform made available at [portal.ezytrade.com.au](http://portal.ezytrade.com.au).

**Privacy Policy** means the privacy policy at [connectedadvantage.com.au](http://connectedadvantage.com.au).

**Quote** means a written description (including, where provided in an email) from the Approved Service Provider of the Building Services to be provided, an estimate of the Approved Service Provider's charges or fixed price for the performance of the required work and an estimate of the time frame for the performance of the Building Services.

**User Account** means a user account in the Platform.

**User** means an Authoriser.

**Interpretation**

In these EzyTrade Terms of Trade, unless the context otherwise requires:

- (a) a reference to writing includes email;
- (b) a reference to **a party** is to the Approved Service Provider or Customer as the context dictates and a reference to **the parties** is to both;
- (c) the singular includes the plural and vice versa;
- (d) a reference to a clause or paragraph is a reference to a clause or paragraph of these EzyTrade Terms of Trade;
- (e) a reference to a party to these EzyTrade Terms of Trade or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
- (f) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (g) headings are for ease of reference only and do not affect the meaning or interpretation of these Terms of Trade;
- (h) if the date on which any act, matter or thing is to be done falls on a day which is not a Business Day, that act, matter, or thing:
- (i) if it involves a payment other than a payment which is due on demand must be done on the preceding Business Day; and
- (j) in all other cases, must be done on the next Business Day.