

MRO Property Services Pty Ltd
MRO Go Pty Ltd
TERMS AND CONDITIONS OF SERVICE

Effective Date: March 2025

MRO Go Pty Ltd ABN: 38 675 262 576

Governing Law: Western Australia, Australia

IMPORTANT: These Terms and Conditions (“Terms”) govern all services provided by MRO Property Services Pty Ltd. By engaging MRO, accepting a Quote, signing a Work Order, or permitting works to commence, the Client agrees to be bound by these Terms in their entirety. Please read them carefully before engaging our services.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following definitions apply:

“**Authority**” means any relevant government, council, strata company, owners corporation, body corporate, or regulatory body having jurisdiction over the works or the Property.

“**Body Corporate / Strata Manager**” means the entity appointed to manage the strata plan or community title scheme in which the Property is located, being a Client or the representative of the Client.

“**Business Day**” means a day other than a Saturday, Sunday, or public holiday in Western Australia.

“**Client**” means the person, company, strata company, body corporate, property manager, owners corporation, or other entity who engage MRO to perform Services.

“**Commencement Date**” means the date on which MRO commences the Services, whether or not a formal written agreement has been signed.

“**Contract**” means these Terms together with any Quote, Work Order, Scope of Works, or other document issued by MRO and accepted by the Client.

“**Defect**” means a fault or failure in materials or workmanship that arises from MRO’s direct scope of works within the Defects Liability Period.

“**Defects Liability Period**” means the period of 90 days from Practical Completion unless otherwise stated in the relevant Work Order.

“**Force Majeure Event**” means any event beyond a party’s reasonable control including but not limited to acts of God, weather events, fire, flood, pandemic, civil unrest, government-ordered shutdowns, utility failures, or inability to obtain materials.

“**GST**” means Goods and Services Tax as defined under A New Tax System (Goods and Services Tax) Act 1999 (Cth).

“**Invoice**” means a tax invoice issued by MRO to the Client for completed Services.

“**Latent Condition**” means a physical condition on or below the surface of the Property or concealed within the structure which is not apparent from reasonable inspection prior to commencement.

“**MRO**” refers collectively to MRO Property Services Pty Ltd (ACN 675 262 576), MRO Go Pty Ltd 38 675 262 576 as the context requires.

“**Practical Completion**” means the stage at which the Services are complete in accordance with the Contract, except for minor omissions or defects that do not prevent the facility from being used for its intended purpose.

“**Pre-Existing Defect**” means any defect, fault, or condition in the Property arising from original design, construction, material specification, or workmanship that existed prior to MRO’s engagement, and which was not caused by MRO.

“**Property**” means the land, building, structure, or facility at which the Services are performed.

“Quote” means a written quotation or proposal issued by MRO for the performance of Services.

“Scope of Works” means the description of Services set out in the relevant Quote or Work Order.

“Services” means all project management, maintenance, repair, trades coordination, inspection, installation, waterproofing, sealing, remediation, and any other works or services provided by MRO under any Contract.

“Subcontractor” means any licensed tradesperson, contractor, or supplier engaged by MRO to perform any part of the Services.

“Variation” means any change to the Scope of Works that is not included in the original Quote.

“Work Order” means a written order issued by MRO confirming a specific scope, price, and timeline for Services.

1.2 Where the context permits, words in the singular include the plural and vice versa. References to legislation include all amendments and subordinate instruments.

2. ENGAGEMENT AND ACCEPTANCE

2.1 Formation of Contract

A legally binding Contract is formed when any of the following occurs, whichever is earliest:

- The Client provides written or verbal acceptance of a Quote or Work Order;
- The Client signs a Work Order or engagement letter issued by MRO;
- The Client permits or requests MRO or any Subcontractor to attend the Property and commence works; or
- The Client makes a deposit payment or any part-payment to MRO.

2.2 Quotes are valid for 30 calendar days from the date of issue unless otherwise stated. MRO reserves the right to withdraw or revise a Quote at any time prior to formal acceptance.

2.3 Where the Client is a strata manager, property manager, or agent acting on behalf of an underlying principal (such as an owners corporation or property owner), the Client warrants that it has the authority to bind that principal to these Terms and that the necessary approvals (including committee or council resolutions, spending authorities, and insurance clearances) have been obtained prior to engaging MRO.

2.4 MRO reserves the right to decline any engagement at its sole discretion and without providing reasons.

3. SCOPE OF WORKS AND VARIATIONS

3.1 Defined Scope

The Services to be performed by MRO are limited to those described in the applicable Quote or Work Order. MRO is not obligated to perform works beyond the agreed Scope of Works.

3.2 Variations

3.2.1 Any request by the Client for additional works, changes to specifications, or works arising from Latent Conditions constitutes a Variation. All Variations must be agreed in writing (including by email) before MRO performs the additional works.

3.2.2 MRO will provide the Client with a written Variation Order detailing the additional cost and any change to the project timeline. Works will not commence until the Variation Order is accepted by the Client.

3.2.3 In urgent situations where a Variation is required to prevent safety risk, property damage, or legal non-compliance, MRO may at its reasonable discretion proceed with necessary work and invoice for that work accordingly, notifying the Client as soon as practicable.

3.3 Latent Conditions

Where a Latent Condition is discovered during the performance of Services, MRO will notify the Client promptly. MRO will not be in breach of these Terms where additional time or cost is required to address a Latent Condition. The cost of addressing Latent Conditions is not included in the original Quote unless explicitly stated, and will be treated as a Variation.

3.4 Client-Supplied Information

The Client is responsible for the accuracy and completeness of all information provided to MRO including site plans, existing reports, asbestos registers, underground services locations, and any Authority requirements. MRO accepts no liability for errors or delays arising from inaccurate or incomplete information provided by the Client.

4. PROJECT MANAGEMENT SERVICES

4.1 Scope of PM Role

Where MRO is engaged in a project management capacity, MRO's role is to coordinate and supervise the delivery of agreed works. Unless expressly stated in writing, the project management role does not include:

- Design or engineering certification;
- Preparation or lodgement of development applications or building permits;
- Obtaining Authority approvals (unless included in the agreed scope);
- Acting as a Principal Contractor for the purposes of the Work Health and Safety (General) Regulations 2022 (WA) unless separately agreed in writing;
- Providing legal, financial, or insurance advice.

4.2 Coordination of Subcontractors

MRO may engage licensed Subcontractors to perform specialist trades works. Subcontractors are engaged directly by MRO and MRO takes responsibility for coordinating their works in accordance with the agreed Scope of Works. The Client agrees not to directly instruct, engage, or contract separately with any Subcontractor introduced by MRO during the term of the Contract and for 12 months following Practical Completion.

4.3 Access

The Client must provide MRO and its Subcontractors with safe, unobstructed, and timely access to the Property on the agreed dates and times. Where access is denied, delayed, or restricted by the Client or any occupant, and this causes delays or additional costs, MRO will be entitled to claim such additional costs as a Variation and any project timeline will be adjusted accordingly. MRO accepts no liability for delays caused by failure of the Client to provide adequate access.

4.4 Approvals and Authorities

The Client is responsible for obtaining all necessary Authority approvals, permits, and consents required for the Services unless MRO has expressly agreed in writing to obtain these on the Client's behalf. Where the Client fails to obtain necessary approvals before the agreed commencement date, MRO may reschedule works and any additional costs arising will be borne by the Client.

5. PAYMENT TERMS

5.1 Invoicing

MRO will issue tax invoices in accordance with the payment schedule set out in the relevant Quote or Work Order. Unless otherwise agreed:

- Works valued under \$5,000: full payment due within 7 days of invoice.
- Works valued \$5,000 to \$20,000: deposit of 40% required prior to commencement; balance due within 7 days of Practical Completion.

- Works valued over \$20,000: progress payments as specified in the Work Order; final payment due within 14 days of Practical Completion.
- For re-attendance for inspection to quote, MRO requires quote fee payment in full prior to attending.

5.2 Payment Method

Payment is to be made by EFT to MRO's nominated bank account as specified on the Invoice. All amounts are quoted in Australian dollars and are inclusive of GST unless stated otherwise. MRO's bank details will be confirmed on each Invoice. The Client should independently verify bank details before remitting any payment, as MRO accepts no liability for misdirected payments arising from email interception or fraud.

5.3 Late Payment

If an Invoice is not paid in full by the due date:

- MRO may charge interest on the outstanding amount at the rate of 20% per annum calculated daily from the due date until payment is received;
- MRO may suspend all Services (without liability to the Client for any loss arising from suspension) until the outstanding amount and accrued interest is paid in full;
- MRO may engage a third-party debt recovery service and all reasonable costs of recovery (including legal costs on a solicitor-client basis) will be added to the outstanding debt and payable by the Client;
- MRO may exercise a lien over any materials, documents, or equipment held by MRO in connection with the Client's project until payment is received.

5.4 Disputed Invoices

If the Client disputes any part of an Invoice, the Client must notify MRO in writing within 5 Business Days of the Invoice date, specifying the disputed amount and the reasons for the dispute. The undisputed portion of the Invoice must be paid by the original due date. Failure to raise a written dispute within 5 Business Days will be deemed acceptance of the Invoice in full. A genuine good-faith dispute does not entitle the Client to withhold payment of the undisputed portion.

MRO's right to recover payment is further supported by the Building and Construction Industry (Security of Payment) Act 2021 (WA), which provides MRO with statutory rights to pursue payment claims and adjudication for construction contracts entered into on or after 1 August 2022.

5.5 Deposit and Holding

Any deposit paid by the Client is non-refundable if the Client cancels or suspends the engagement after MRO has mobilised, purchased materials, or committed Subcontractor bookings.

5.6 Third-Party Approval Delays

Where the Client is a strata manager, property manager, or agent and payment is dependent upon approval from an underlying owners corporation, committee, or principal, the Client remains solely liable to MRO for all outstanding Invoices regardless of whether that approval has been obtained. MRO will not accept "awaiting committee approval" or "budget not yet approved" as grounds to delay or withhold payment beyond the due date on the Invoice.

5.7 Payment Plans

5.7.1 MRO may, at its sole discretion, offer a Client a structured Payment Plan where the Client has demonstrated a genuine financial hardship or incapacity to pay an outstanding Invoice in full by the due date. A Payment Plan is a concession offered by MRO as a matter of goodwill and does not constitute a waiver of any right or remedy available to MRO under these Terms or at law.

5.7.2 To be considered for a Payment Plan, the Client must:

- Submit a written request to MRO before the Invoice due date, or as soon as practicable thereafter;

- Acknowledge in writing the full amount owed, that the debt is valid and not in dispute, and that the Services have been completed to the agreed standard; and
- Agree in writing to the Payment Plan schedule, including instalment amounts and due dates, before the first instalment falls due.

5.7.3 A Payment Plan must be documented in a written Payment Plan Agreement signed by both parties (including by email exchange). The Payment Plan Agreement will specify:

- The total outstanding amount (inclusive of any accrued interest);
- The instalment amounts and payment dates;
- That interest continues to accrue at the rate specified in clause 5.3 on any unpaid balance during the Payment Plan period, unless MRO expressly agrees in writing to waive interest as part of the arrangement; and
- The consequences of default as set out in clause 5.7.4 below.

5.7.4 If the Client fails to make any instalment payment by the agreed due date, or breaches any term of the Payment Plan Agreement, the entire outstanding balance (including all accrued interest and costs) will immediately become due and payable in full without further notice. MRO will be entitled to immediately enforce its full rights under clause 5.3, including suspension of any active works, engagement of debt recovery, and recovery of all costs on a solicitor-client basis.

5.7.5 The existence of a Payment Plan does not prevent MRO from exercising its rights under the Building and Construction Industry (Security of Payment) Act 2021 (WA) or from commencing debt recovery proceedings if the Client defaults. A Payment Plan does not constitute a new contract or novation of the original debt.

5.7.6 For the avoidance of doubt, a Client who enters into a Payment Plan has no entitlement to request further works from MRO until all outstanding amounts under the Payment Plan have been paid in full. MRO reserves the right to decline new work orders from a Client with any outstanding Payment Plan balance.

5.8 Works Scheduling and Payment Obligations

5.8.1 MRO operates in a trade and subcontractor-dependent industry where the scheduling of works is subject to factors beyond MRO's direct control, including but not limited to subcontractor availability, material lead times, weather conditions, site access constraints, Authority inspections, and the sequential dependencies of multi-trade projects. Accordingly, MRO does not guarantee that works will be performed on the specific dates or within the specific timeframes set out in any Quote, Work Order, or Payment Plan, except where an absolute fixed date has been expressly agreed in writing as an essential term of the Contract.

5.8.2 MRO reserves the right to reschedule any works, stages of works, or subcontractor attendances where scheduling changes are reasonably required due to the coordination demands of the project. MRO will use reasonable endeavours to notify the Client of any material change to the anticipated programme as soon as practicable.

5.8.3 Where works are linked to a progress payment schedule or Payment Plan, any rescheduling of works by MRO does not affect or defer the Client's payment obligations. Payment milestone dates set out in a Work Order or Payment Plan are tied to the completion of the relevant stage of works, not to any originally estimated calendar date. Where MRO completes a stage of works (whether on the originally scheduled date or a revised date), the corresponding payment obligation falls due in accordance with clause 5.1 or the applicable Payment Plan Agreement.

5.8.4 The Client acknowledges that a delay to a scheduled works date does not:

- Entitle the Client to withhold or reduce any payment otherwise due;
- Constitute a breach of Contract by MRO;
- Give rise to any claim for damages, loss of use, or consequential loss against MRO; or
- Alter the total amount payable by the Client for the agreed Services.

5.8.5 If the Client requires a fixed works date as an essential contractual obligation, this must be clearly stated in writing at the time of engagement and agreed to in writing by MRO. Any such agreement will be reflected in the relevant Work Order and may attract a scheduling surcharge to account for the additional resource commitment required to guarantee that date.

6. MATERIALS AND PROCUREMENT

6.1 Where MRO procures materials on behalf of the Client, title in those materials passes to the Client upon payment in full of the Invoice for those materials. Risk in materials passes to the Client upon delivery to the Property.

6.2 MRO will endeavour to use materials consistent with the agreed Scope of Works. Where specified materials are unavailable due to supply chain constraints, MRO may, after notifying the Client, substitute materials of equal or greater specification without requiring Client consent, provided the cost does not exceed the quoted amount.

6.3 Any materials stored at the Property by MRO remain at the Client's risk once delivered. MRO accepts no liability for theft, damage, or deterioration of materials stored on-site.

7. LIABILITY AND INDEMNITY

7.1 Limitation of Liability

To the maximum extent permitted by law, MRO's total liability to the Client in connection with any Contract (whether arising in contract, tort, statute, or otherwise) is limited to the total amount actually paid by the Client to MRO for the specific Services giving rise to the claim.

7.2 Exclusion of Consequential Loss

To the maximum extent permitted by law, MRO excludes all liability for:

- Loss of revenue, profit, or business opportunity;
- Loss of use of the Property or any part thereof;
- Costs of alternative accommodation;
- Indirect, special, or consequential loss of any kind;
- Loss arising from the Client's failure to comply with Authority requirements.

7.3 Australian Consumer Law

Nothing in these Terms excludes, restricts, or modifies any right or remedy the Client may have under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or any other applicable law that cannot be excluded. Where MRO is liable to a consumer under the ACL, MRO's liability is limited (at MRO's election) to the resupply of the Services or payment of the cost of having equivalent services supplied.

7.4 Client Indemnity

The Client indemnifies MRO and its officers, employees, and Subcontractors against all claims, losses, costs (including legal costs), damages, and liabilities arising from:

- The Client's breach of these Terms;
- Inaccurate, incomplete, or misleading information provided by the Client;
- The Client's failure to obtain necessary approvals or Authority consents;
- The Client's failure to disclose known site hazards including asbestos, contaminated materials, or underground services;
- Third-party interference with MRO's works at the direction of the Client.

8. PRE-EXISTING DEFECT LIMITATION OF LIABILITY

8.1 Scope

MRO is frequently engaged to investigate and remediate building defects that are Pre-Existing Defects, that is, defects arising from original design, construction, material specification, or workmanship that occurred before MRO's engagement. By engaging MRO, the Client acknowledges and accepts that the

defects being addressed were not caused by MRO and that MRO bears no responsibility for the existence of these defects.

8.2 Standard of Work

MRO will carry out all works with due care, skill, and diligence, applying its extensive industry experience to deliver the highest standard of remediation reasonably achievable. All works will be performed in accordance with the agreed scope and applicable Australian Standards.

8.3 No Guarantee of Complete Resolution

Due to the inherent complexity and frequently concealed nature of Pre-Existing Defects, MRO does not warrant or guarantee that remediation works will permanently or completely resolve the underlying defect. Contributing factors may include, but are not limited to:

- Latent or concealed conditions not reasonably discoverable prior to or during remediation;
- Systemic design or construction deficiencies affecting the broader building structure;
- Deterioration or degradation of adjacent or interconnected building elements;
- Environmental or site-specific conditions beyond MRO's reasonable control.

8.4 Limitation of Liability for Pre-Existing Defects

MRO shall not be held liable for the recurrence, continuation, or further manifestation of defects that are attributable to the original design, construction, or pre-existing condition of the Property, provided that MRO has performed its contracted scope of work.

This limitation applies to all claims, losses, damages, costs, and expenses (whether direct or indirect) arising from or connected to Pre-Existing Defects, to the maximum extent permitted by law.

8.5 Ongoing Commitment to Resolution

Should issues persist or re-emerge following the completion of remediation works, MRO may, at its discretion, return to the site to conduct further investigation and assessment at a mutually agreed time. Any such attendance is offered in good faith to assist the Client and does not constitute an obligation or acceptance of liability.

Some Pre-Existing Defects may require staged, iterative, or progressive remediation strategies, which MRO will advise on as part of its ongoing engagement. Any further investigation, assessment, or remediation works beyond the original agreed scope will be subject to additional fees as outlined in MRO's prevailing fee schedule.

8.6 Preservation of Rights

Nothing in this clause limits or excludes any liability that cannot be limited or excluded under applicable law, including the Australian Consumer Law. This clause does not limit MRO's obligation to perform all works with due care, skill, and diligence in accordance with industry best practice.

9. INSURANCE

9.1 MRO holds and will maintain throughout the term of each Contract:

- Public Liability Insurance: minimum \$20,000,000 per occurrence;
- Professional Indemnity Insurance (for project management engagements): minimum \$2,000,000;
- Workers Compensation Insurance as required by Western Australian law.

9.2 MRO will provide Certificates of Currency upon reasonable written request by the Client.

9.3 The Client is responsible for ensuring that adequate building, contents, and public liability insurance is maintained over the Property throughout the period of the Services. MRO strongly recommends the Client notify their insurer that building works are in progress.

9.4 MRO accepts no responsibility for any existing defects, pre-existing damage, or substandard materials or workmanship attributable to prior contractors or works not performed by MRO.

10. WORK HEALTH AND SAFETY

10.1 MRO's Safety Obligations

MRO is committed to maintaining a safe working environment. All works will be carried out in accordance with:

- Work Health and Safety Act 2020 (WA);
- Work Health and Safety (General) Regulations 2022 (WA);
- Applicable Australian Standards and Codes of Practice;
- Any site-specific safety requirements notified to MRO in writing by the Client prior to commencement.

10.2 Client Safety Obligations

The Client must:

- Ensure the Property is safe for MRO and Subcontractors to access and carry out works;
- Provide MRO with all known information regarding site hazards prior to commencement, including but not limited to the presence of asbestos, lead paint, contaminated materials, fragile roofing, hidden services, or unsafe structures;
- Ensure residents, tenants, and third parties do not interfere with or enter the work area without MRO's approval during works;
- Comply with any reasonable WHS direction issued by MRO's site supervisor or principal contractor.

10.3 Asbestos and Hazardous Materials

Where the Property was constructed prior to 1990, the Client warrants that a current asbestos register has been obtained or that the Client has taken reasonable steps to determine the presence of asbestos-containing materials (ACM). Where ACM is discovered or suspected during works, MRO will immediately cease affected works and notify the Client. The safe removal and disposal of ACM is beyond MRO's standard scope and will be treated as a Variation. All costs associated with identification, removal, and disposal of hazardous materials not disclosed prior to commencement are the Client's responsibility.

10.4 Stop Work Authority

MRO reserves the right to immediately cease any works it reasonably believes pose an imminent risk to the health or safety of any person, without liability to the Client for any delay or loss arising from such cessation. Works will not recommence until MRO is satisfied that the risk has been adequately addressed.

11. SUBCONTRACTORS AND TRADES

11.1 MRO may engage licensed Subcontractors to perform elements of the Services. MRO is responsible for the management and coordination of Subcontractors. The engagement of Subcontractors does not diminish MRO's obligations to the Client under these Terms with respect to the Services.

11.2 All Subcontractors engaged by MRO are required to hold appropriate licences, registrations, and insurances as required by Western Australian law. MRO conducts reasonable due diligence on Subcontractors but does not warrant the independent financial solvency of any Subcontractor.

11.3 The Client must not engage or contract with any Subcontractor introduced by MRO directly for works related to the Property during the term of any Contract and for a period of 12 months following the completion of Services. Breach of this clause entitles MRO to claim a referral fee equivalent to 15% of the total value of any works directly contracted between the Client and that Subcontractor.

Non-Solicitation of Clients — Subcontractor Terms and Conditions

1. Definitions

1.1 "MRO Property" refers to MRO Property Pty Ltd, its directors, employees, and authorised representatives.

1.2 "Subcontractor" refers to any individual, company, or entity engaged by MRO Property to perform works or services in connection with a Project.

1.3 "Client" refers to any person, council of owners, body corporate, strata manager, property manager, or entity to whom MRO Property has introduced the Subcontractor, or in connection with whom the Subcontractor has performed works arranged or coordinated by MRO Property.

1.4 "Project" refers to any scope of works, remediation, maintenance, or service engagement arranged or managed by MRO Property.

1.5 "Direct Approach" means any unsolicited or solicited contact, communication, quotation, proposal, or agreement made by the Subcontractor directly with a Client, without the prior written consent of MRO Property, with the intention or effect of bypassing MRO Property's involvement in any current or future engagement.

2. Non-Solicitation Obligation

2.1 The Subcontractor agrees that, during the term of any engagement with MRO Property and for a period of twenty-four (24) months following the conclusion of that engagement, the Subcontractor shall not, directly or indirectly:

(a) solicit, approach, or contact any Client introduced by MRO Property for the purpose of offering services similar to or related to those performed under a Project;

(b) enter into any agreement, arrangement, or understanding with a Client to perform works or services that fall within the scope of services provided by MRO Property, without the prior written consent of MRO Property;

(c) encourage, facilitate, or assist any third party to solicit or approach a Client on the Subcontractor's behalf.

2.2 This obligation applies regardless of whether the Client initiates contact with the Subcontractor, unless MRO Property has provided prior written consent to the engagement.

3. Disclosure Obligation

3.1 If a Client contacts the Subcontractor directly to request services outside of an active MRO Property engagement, the Subcontractor must notify MRO Property in writing within five (5) business days of that contact.

3.2 Failure to disclose such contact shall be considered a material breach of these Terms and Conditions.

4. Referral Arrangements

4.1 Where a Client directly approaches the Subcontractor for works, and the Subcontractor wishes to accept that engagement, the Subcontractor must first obtain written consent from MRO Property.

4.2 MRO Property may, at its discretion, agree to the engagement on the condition that a referral fee or commission arrangement is established between the parties. Any such arrangement will be confirmed in writing prior to the commencement of works.

5. Consequences of Breach

5.1 Any breach of the non-solicitation obligations set out in Clause 2 shall constitute a material breach of the Subcontractor's agreement with MRO Property.

5.2 In the event of a breach, MRO Property reserves the right to:

(a) immediately terminate any current engagement with the Subcontractor;

(b) seek recovery of any loss of revenue, profit, or opportunity suffered by MRO Property as a direct or indirect result of the breach;

(c) pursue injunctive relief or any other remedy available under applicable law.

5.3 The Subcontractor acknowledges that a breach of these Terms may cause MRO Property loss that is difficult to quantify, and agrees that injunctive or equitable relief may be an appropriate remedy in addition to damages.

6. Confidentiality of Client Information

6.1 The Subcontractor agrees to treat all Client information, project details, contact information, and site access details as strictly confidential.

6.2 The Subcontractor shall not use, share, or disclose any Client information obtained in connection with a Project for any purpose other than the performance of that Project.

6.3 This confidentiality obligation survives the termination of any engagement with MRO Property.

7. Governing Law

7.1 These Terms and Conditions are governed by the laws of Western Australia and the Commonwealth of Australia.

7.2 Any dispute arising in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Western Australia.

8. Acknowledgement

8.1 By accepting an engagement with MRO Property, whether verbally, in writing, or by commencing works, the Subcontractor acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.

8.2 MRO Property recommends that Subcontractors seek independent legal advice prior to accepting these Terms if required.

These Terms and Conditions form part of MRO Property's standard Subcontractor Agreement and should be read in conjunction with any project-specific scope of works, purchase order, or letter of engagement issued by MRO Property.

12. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

12.1 All reports, drawings, specifications, photographs, documentation, and deliverables prepared by MRO in connection with the Services are and remain the intellectual property of MRO until payment in full has been received. Upon payment in full, MRO grants the Client a non-exclusive licence to use those deliverables for the purposes for which they were created.

12.2 Neither party may disclose confidential information of the other party to any third party without prior written consent, except to the extent required by law or for the purpose of performing the Contract. This obligation survives termination of the Contract.

12.3 The Client consents to MRO using before-and-after photographs and descriptions of completed works for portfolio, marketing, and promotional purposes, provided that no personally identifying information about the Client or individual lot owners is disclosed without consent.

13. TERMINATION AND SUSPENSION

13.1 Termination by MRO

MRO may terminate any Contract immediately by written notice where:

- The Client fails to pay any Invoice by the due date and does not remedy the failure within 5 Business Days of a written demand from MRO;
- The Client becomes insolvent, is placed into administration, receivership, or liquidation;
- The Client materially breaches these Terms and fails to remedy the breach within 10 Business Days of written notice;
- MRO determines, in its reasonable opinion, that continuation of the works would pose a safety or legal risk.

13.2 Termination by Client

The Client may terminate a Contract for convenience upon 14 days' written notice to MRO. Upon termination for convenience, the Client must pay:

- All amounts due for Services completed to the date of termination;
- A reasonable cancellation fee of 15% of the total Contract value to cover MRO's reasonable administration, mobilisation, and loss of profit;
- The full cost of any materials procured or committed to by MRO prior to the date of notice.

13.3 Effects of Termination

Termination does not affect any rights or obligations accrued prior to the date of termination. Clauses relating to payment, liability, indemnity, confidentiality, and dispute resolution survive termination.

14. DISPUTE RESOLUTION

14.1 If a dispute arises in connection with a Contract, the parties must attempt to resolve the dispute through good faith negotiation in the first instance. Either party may initiate negotiation by providing written notice to the other party identifying the nature of the dispute.

14.2 If the dispute is not resolved within 15 Business Days of the written notice (or such longer period as the parties may agree in writing), either party may refer the dispute to mediation conducted by an agreed independent mediator or a mediator appointed by the Law Society of Western Australia.

14.3 For construction contracts with a value of \$20,000 or more entered into on or after 1 August 2022, MRO may also exercise its rights under the Building and Construction Industry (Security of Payment) Act 2021 (WA) to make an adjudication application for any payment dispute, independently of or in parallel with the steps in clauses 14.1 and 14.2.

14.4 If the dispute remains unresolved after mediation, either party may commence proceedings in the Magistrates Court or District Court of Western Australia, or VCAT where applicable.

14.5 Nothing in this clause prevents either party from seeking urgent injunctive or interlocutory relief from a court of competent jurisdiction.

15. STRATA AND PROPERTY MANAGER-SPECIFIC PROVISIONS

15.1 Where MRO is engaged by a strata manager, property manager, or agent on behalf of an owners corporation, body corporate, or individual property owner, the engaging party warrants that:

- It has been duly authorised to enter into binding contracts on behalf of its principal;
- The relevant committee, owners corporation, or principal has approved the works and the expenditure;
- It has complied with all applicable strata legislation including the Strata Titles Act 1985 (WA) and any requirement for multiple quotes or committee resolutions before engaging MRO;
- It will promptly forward all Invoices to the owners corporation or principal for payment and will actively pursue timely payment.

15.2 Where the strata manager or property manager acts as agent, the agent and the underlying principal are jointly and severally liable to MRO for all Invoices. MRO may pursue either the agent or the principal (or both) for payment.

15.3 MRO is not responsible for delays or disputes arising from the internal decision-making processes of an owners corporation, committee, or building owner. Any delay to the project caused by failure to obtain internal approvals will be treated as a Client-caused delay and MRO may recover associated costs and reschedule at its discretion.

15.4 Where works form part of an insurance claim, the Client remains liable to MRO for all Invoices regardless of whether the insurer accepts or rejects the claim, delays payment, or pays only a partial amount.

16. FORCE MAJEURE

16.1 Neither party will be liable for any delay or failure to perform its obligations under a Contract to the extent that such delay or failure is caused by a Force Majeure Event, provided that the affected party:

- Notifies the other party in writing as soon as reasonably practicable after the Force Majeure Event arises;
- Uses all reasonable endeavours to mitigate the effect of the Force Majeure Event;
- Recommences performance as soon as reasonably practicable after the Force Majeure Event ceases.

16.2 If a Force Majeure Event causes a delay of more than 60 days, either party may terminate the Contract by 10 days' written notice. In such event, MRO will be entitled to payment for all Services completed and all committed costs incurred prior to the date of termination.

16.3 For the avoidance of doubt, shortage of labour or materials arising from general market conditions does not constitute a Force Majeure Event, but MRO will notify the Client promptly and discuss options.

17. GENERAL PROVISIONS

17.1 Entire Agreement

These Terms, together with any signed Quote, Work Order, and Scope of Works, constitute the entire agreement between the parties with respect to the Services and supersede all prior representations, discussions, negotiations, and agreements whether oral or written.

17.2 Governing Law

These Terms are governed by the laws of Western Australia and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

17.3 Amendments

No amendment to these Terms will be effective unless made in writing and signed by an authorised representative of MRO. MRO reserves the right to update these Terms from time to time. The version of these Terms in force at the time of acceptance of a Quote or Work Order will apply to that engagement.

17.4 Severability

If any provision of these Terms is held to be invalid, unenforceable, or illegal, that provision will be severed and the remaining provisions will continue in full force.

17.5 Waiver

Failure or delay by either party to exercise any right under these Terms does not constitute a waiver of that right. Any waiver must be in writing to be effective.

17.6 Privacy

MRO collects and handles personal information in accordance with the Privacy Act 1988 (Cth) and MRO's Privacy Policy. Personal information collected in the course of an engagement will be used for the purpose of providing Services, invoicing, and any required communications with Authorities.

17.7 Electronic Communications

The parties agree that Quotes, Work Orders, Variation Orders, notices, and acceptances may be validly made by email. An email will be deemed received at the time it enters the recipient's mail server. The Client should verify any change to payment details or bank account information by telephone before acting on any email instruction.

17.8 Assignment

The Client may not assign or transfer its rights or obligations under any Contract without MRO's prior written consent. MRO may assign the benefit of any Contract to any related body corporate or successor entity.

18. ACKNOWLEDGMENT AND ACCEPTANCE

Client Acknowledgment: By accepting a Quote, signing a Work Order, or permitting the commencement of any Services, the Client confirms that it has read, understood, and agrees to be bound by these Terms and Conditions in their entirety. If the Client is acting as agent on behalf of a principal, the Client confirms it has the authority to bind that principal to these Terms.

MRO Property Services Pty Ltd | MRO Go Pty Ltd

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