

## **Global Home Response Home Services Website Terms and Conditions**

These are our terms and conditions. They set out the conditions for use of our Platforms, including our obligations to you, your rights, and your obligations to us.

We reserve the right to revise and update these Terms and Conditions at any time. Please periodically review these Terms and Conditions.

By using our Platform, you acknowledge and agree to abide by these terms.

### **Background**

Global Home Response (A.B.N. 96 350 743 600) (GHR) operates an online platform, as well as mobile applications, through which customers ("Users") can book a Job request for the provision of Trade Services, by submitting a Booking Request. GHR then matches the most suitable Tradie from its database of Trades to the Booking Request.

This is a contract between GHR and the Users.

GHR enters into agreements with Users for provision of Trade Services to Users. The User is deemed to have entered into this Contract and a contractual relationship with GHR through the making and acceptance of a Booking.

### **AND THE PARTIES HEREBY AGREE:**

Access to and use of the Website mobile phone applications is subject to the terms and conditions outlined in this agreement (the "Terms").

## **1. Definitions and Interpretation**

1.1. In these Terms (including the recitals), unless the context otherwise requires:

"Booking" means the booking made by you on the Website or mobile phone applications for the provision of Trade Services;

"Booking System" means the online system which enables you to make a Booking;

"Fee" means the fee, as advised by GHR from time to time, (inclusive of goods and service tax, if applicable) for the Trade Services charged and invoiced by GHR;

"Intellectual Property Rights" means all present and future rights anywhere in the world in relation to copyright, trademarks, designs, patents or other proprietary rights, or any rights to registration of such rights whether existing before or after your access to the Website and/or mobile phone applications;

"Site Content" means all material, content and information made available on the Website and/or mobile phone applications including but not limited to written text, graphics, images, photographs, logos, trademarks, audio material, video material and any other forms of expression;

"Tradie" means the individual assigned by GHR to deliver the Trade Services that you have booked;

"you", "your" means you as the user of the Website or mobile phone application.

1.2. In these Terms, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect its interpretation or construction;
- (b) the singular includes the plural and vice versa;
- (c) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to these Terms;
- (d) words importing a gender include other genders;
- (e) the word "person" means a natural person and any association, body or entity whether incorporated or not;
- (f) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (h) all monetary amounts are in Australian currency;
- (i) a reference to time refers to Australian Eastern Standard Time;
- (j) "includes" is not a word of limitation; no rule of construction applies to the disadvantage of a party because these Terms are prepared by (or on behalf of) that party;
- (k) a reference to any thing is a reference to the whole and each part of it;
- (l) a reference to a group of persons is a reference to all of them collectively and to each of them individually; and
- (m) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document.

## **2. Terms and Conditions**

2.1. Access to and use of this Website and mobile phone application is governed by these Terms.

2.2. GHR periodically reviews the Terms and reserves the right to change the Terms, without any notice to you, by updating this document. You should review this document, as available on the Website and mobile phone applications, regularly as any changes to the Terms take immediate effect from the date of the publication on this document. Your continued use of the Website and/or mobile phone applications after any such changes are made will be deemed to constitute your acceptance of those changes.

2.3. You acknowledge that any hyperlinks or other redirection tools taking you to other operated by third parties that appear on the Website or mobile phone applications ("Third Party Sites") are not controlled by GHR and do not form part of the Website or mobile phone applications. You agree

that you will not hold GHR liable or in any way accountable for anything that occurs on any Third Party Site.

### **3. Acceptance**

3.1. In order to use this Website or mobile phone applications and make a Booking, you must first agree to the Terms.

3.2. You accept the Terms by clicking to accept/agree to the Terms.

3.3. Notwithstanding clause 3.2, you may not accept the Terms or access the Website or mobile phone applications if:

- (a) you are not of legal age to form a binding contract with GHR; or
- (b) you are a person barred from entering into contracts under legislation,

in which case, you must immediately leave the Website or mobile phone applications.

3.4. By accepting the Terms, you agree that this is clear and unequivocal proof that the Terms are not unconscionable, that there is no unfair bargaining power or position, that there is no duress, and that you have carefully read and understood the Terms.

3.5. If you do not understand any part of the Terms you should seek independent legal advice.

### **4. User Details**

4.1. You will be required to register your personal information, including your name, address, phone number and payment details on the Website or mobile phone applications in order to make a Booking.

4.2. You confirm that you are at least 18 years of age and possess the legal authority to use the Booking System in accordance with these Terms. You also agree that all information supplied by you in using the Website or mobile phone applications and the Booking System will be true and accurate at all times.

4.3. GHR may refuse to deliver an order at its own discretion.

### **5. Booking System**

5.1. To make a Booking you must use the Booking System to request a Booking. You will receive a Booking confirmation, that constitutes the contractual relationship between you and GHR that you are deemed to have entered into for the provision of the Trade Services.

5.2. GHR will make your contact details, location, requested time and the scope of the Trade Service available to the most appropriate Tradie.

5.3. You are able to request a preferred booking window. GHR will take your preference into account when facilitating the Trade Service, however a specific booking window cannot be guaranteed and will depend on availability.

5.4. If the requested Booking cannot be facilitated, GHR will arrange an alternative time for the Trade Service with you and a Tradie.

5.5 Once a booking window is confirmed we will make all efforts to attend within this window, however cannot guarantee that we will arrive within this timeframe. Should this be the case, GHR will contact you to advise.

5.6. You are not permitted to engage the Trade Services of a Tradie other than through the Booking System on the Website or mobile phone applications.

5.7. The Booking System is provided on the Website or mobile phone applications to enable you to make legitimate Bookings and for no other purposes.

5.8. Any speculative, false or fraudulent Booking is prohibited. You agree that the Booking System will only be used to make legitimate Bookings for you or another person for whom you are legally authorised to act. You acknowledge that abuse of the Booking System may result in you being denied access to the Booking System.

5.9. GHR has the right at any time to add, change or withdraw functions available on the Website or mobile phone applications at its own discretion.

## **6. Pricing and Payment**

6.1. Upon booking a trade service, you will be provided with an estimated price to complete the job based on information you provided and our experience delivering these services.

6.2 The Tradie attending to complete your Trade Service will conduct an assessment and will either confirm that the job can be completed for the price estimate provided or advise you of any additional costs required to complete the job.

6.3. Either before commencing or during the job, you will be required to sign off acceptance of the final price, this sign off constitutes agreement that you will make payment in full upon completion of the job.

6.4 If you do not agree to the final price, this will constitute a cancellation and a cancellation fee will apply as per clause 7.

6.5 Payment will be made by you via production of a valid Credit Card (VISA / Mastercard) and processed before the Tradie leaves the property.

6.6. GHR, will issue you with a tax invoice once payment has been made.

## **7. Changes and Cancellations**

7.1. You can cancel or amend a Booking free of charge, up to 24 hours before the Trade Service is scheduled to begin.

7.2. If you cancel a Booking within 24 hours before the Trade Service is scheduled to begin, you may have to pay a cancellation fee of \$65.

7.3. The Agreement shall expire once the Trade Services under the Booking have been performed.

## **8. Trade Services**

8.1. GHR operates the Website and mobile phone applications as a solution for the Trade Services and provides you with the platform to purchase the Trade Services.

8.2. GHR uses their best efforts to monitor the Trade Services offered by a Tradie. Any issues regarding safety, quality, condition or description should be notified to GHR, who will then attempt to resolve the issue as per our Dispute Resolution Policy.

8.3. All bookings are subject to Tradie availability.

8.4. GHR will only complete Trade Services within the property boundary.

8.5. GHR will not complete Trade Services on 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.

8.6. GHR will only complete Trades Services at a property if there is a person 18 years of age or older at the property present to provide signed authority to proceed with works and also provide payment for works upon completion.

## **9. Dispute Resolution Policy**

9.1. GHR will use reasonable endeavours to resolve any dispute concerning the use of the Website or mobile phone applications.

9.2. GHR will use reasonable endeavours to resolve any dispute concerning the Service Delivery provision of a Tradie.

9.3. Where GHR are unable to resolve disputes in relation to the Trade Services carried out by a Tradie or any other issue will be referred, where appropriate, to external dispute resolution services or authorities.

## **10. Security of Payment**

10.1. We have taken all practical steps from both a technical and systems perspective to ensure that all your information is well protected. A secure payment gateway is used to process all transactions and credit card details. GHR does not give any warranty or make any representation regarding the strength or effectiveness of the secure payment gateway and is not responsible for events arising from unauthorised access to your information.

## **11. Privacy**

11.1. In this clause Personal Information means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

11.2. GHR collects and stores Personal Information you enter. Personal Information collected by GHR will be maintained in accordance with our Privacy Policy available on the website.

11.3. You agree that GHR will disclose your Personal Information, including your name and address to the Tradie for the Tradie to carry out the Trade Services.

11.4. Both parties must abide by all relevant Australian Privacy Principles set out in the Privacy Act 1998 in their collection, use, disclosure and storage of Personal Information.

## **12. Intellectual Property**

12.1. The Site Content is protected by copyright and GHR reserves all Intellectual Property Rights which may subsist in the Site Content and/or the Website and/or mobile phone applications.

12.2. By accepting the Terms, you are granted a non-exclusive licence to:

- (a) view the Website and/or mobile phone applications;
- (b) print pages from the Website and/or mobile phone applications in its original form; and
- (c) download any material from the Website and/or mobile phone applications for caching purposes only.

12.3. You must not, without GHR's prior written consent which may be withheld at its absolute discretion:

- (a) copy, republish, reproduce, duplicate or extract Site Content;
- (b) redistribute, sell, rent or licence any Site Content; or
- (c) edit, modify or vary the Site Content.

### **13. Acceptable Use**

13.1. You must not use, or cause this Website or mobile phone applications to be used, in any way which:

- (a) breaches any of these Terms;
- (b) infringes GHR's or any third party's Intellectual Property Rights;
- (c) is fraudulent, illegal or unlawful; or
- (d) causes impairment of the availability or accessibility of the Website or mobile phone applications.

13.2. You must not use, or cause this Website or mobile phone applications to be used, as a medium which stores, hosts, transmits sends or distributes any material which consists of:

- (a) spyware;
- (b) computer viruses;
- (c) Trojans;
- (d) worms;
- (e) keystroke loggers; or
- (f) any other malicious computer software.

### **14. Indemnity and Liability**

14.1. General indemnity

You agree to indemnify GHR, on demand, against any claim, action, damage, loss, liability, cost, charge, expense or payment which GHR may pay, suffer, incur or are liable for, in relation to any act you do or cause to be done, in breach of these Terms.

14.2. General limitation of liability

We will not be liable to you in contract, tort or equity in relation to any direct, indirect or consequential loss you incur in relation to the contents or use of or reliance on Site Content or otherwise in connection with the Website or mobile phone applications.

#### 14.3. Trade Services Liability

To the extent permitted by law, GHR will not be responsible and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that you or another person may suffer in connection with the offer, advice or supply of (or default in supplying) the Trade Services.

#### 14.4. Information accuracy

You acknowledge and agree that some of the Site Content may be provided by way of blogs or comments made by other users of the Website or mobile phone applications, and that GHR does not accept any liability for the accuracy of such information or your reliance on the same. The Site Content is provided to you as general information only and is not intended to substitute or replace the advice of a duly qualified professional (where applicable).

#### 14.5. Acceptance

By using this Website or mobile phone applications, you agree and accept that the indemnity and limitations of liability provided in this clause 15 are reasonable.

### **15. Warranties and Representations**

15.1. The use of this Website or mobile phone applications is at your own risk. The Site Content and everything from the Website or mobile phone applications is provided to you on an “as is” and “as available” basis without warranty or condition of any kind.

15.2. None of GHR’s affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors make any express or implied representation or warranty about the Site Content or Website or mobile phone applications.

15.3 GHR warrant and certify all works as per statutory requirements. A 12-month workmanship warranty will be provided on all works completed, with the exception of drain clearing as per 15.10.

15.4 Products and materials supplied by GHR will be covered by manufacturer’s warranty conditions, as provided by the manufacturer. GHR does not accept any responsibility for faulty products or materials.

15.5 Any materials supplied by the customer which do not meet required standards will not be installed. No warranty applies to any parts supplied by the customer.

15.6 All warranty claims should be reported to GHR immediately and will only be accepted as warranty rectification works, once a site inspection has been completed, to determine eligibility. Site visits to non - eligible claims, maybe charged as a service call.

15.7 Warranty inspections and repairs will only be completed during business hours.

15.8 Clearing of blocked drains and inspection of blocked and damaged drains is conducted at the risk of the Customer. GHR will not be held responsible for the location or condition of existing drainage systems, nor the products or materials located within the drainage systems.

15.9 Investigation and maintenance of drains involves insertion of specialised drainage equipment into existing drains, in order to conduct works or investigations. Customer accepts responsibility for any damage caused to the plumbing drainage system that maybe caused while maintenance works to drainage system is conducted.

15.10 Any damage caused to specialised drainage equipment, caused through investigation or maintenance of the drainage system will be the responsibility of the Customer. Recovery of equipment lost or lodged within the drainage system will be at the expense of the Customer.

15.11 The Customer acknowledges that pipes affected by root growth and or blockages are generally damaged as a result of such interference. The removal of root growth and / or blockages alone carries no warranty that similar problems will not recur unless permanent repairs are made to the affected pipework.

15.12 Any electrical works required to upgrade the property to Australian and New Zealand wiring standards will be at an additional cost, which will be communicated by the Tradie as soon as it is identified.

15.13 Any warranty relating to a Pre-Purchase Building and Pest Inspection conducted by GHR is covered within the specific report provided to you.

## **16. Environmental and Occupational Health & Safety**

16.1 GHR will not provide Trade Services or may be limited where in the opinion of the Tradie, there is a real risk of danger to the health and safety of any person, or there is a real risk of causing significant damage to the environment.

## **17. General Provisions**

17.1. Any provision of, or the application of any provision of these Terms which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

17.2. Any provision of, or the application of any provision of these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

17.3. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms.

17.4. These Terms shall be governed by and construed in accordance with the law for the time being applicable to Victoria and you agree to submit to the non-exclusive jurisdiction of the Courts of Victoria.