



## Booking Website Terms and Conditions

### 1. About the Booking Website

Thank you for visiting [www.taoffice.collectivetradeservices.com.au](http://www.taoffice.collectivetradeservices.com.au), a website owned and operated by EnsureFlow Pty Ltd ACN 634 750 280 (**EnsureFlow**). In providing this website and related mobile and tablet applications, EnsureFlow operates an online portal ("**Booking Website**") that allows RAA Members ("**Users**") to locate and engage registered tradespeople ("**Trades**") to perform residential electrical services, plumbing services, locksmith and dual trade air-conditioning services and such other trade services as have been agreed in writing between EnsureFlow and RAA ("**Trade Services**").

The Booking Website facilitates this by allowing a User to issue a request ("**Job Request**") on the Booking Website for specific Trade Services to be performed. A Trade may then lodge a response on the online portal available to Trades that operates in conjunction with the Booking Website, confirming they will perform the Trade Services specified in the Job Request ("**Job Acceptance**").

RAA and EnsureFlow operate the Booking Website to facilitate the introduction of Users and Trades and are not in any way directly involved in any transactions between Users and Trades. All Trades are independent to and not owned by, operated by or affiliated in any way with RAA or EnsureFlow.

EnsureFlow receives a fee from the Trade upon a Job Acceptance being lodged. EnsureFlow pays RAA a share of the fee received from the Trade.

Users who use the Booking Website to issue Job Requests enter into two separate agreements. The first is a licence agreement for the access and use of the Booking Website by the User. The terms and conditions of that agreement ("**Terms**") are set out in this document.

The second agreement is a contract between the User who issues a Job Request and the Trade who lodges a responsive Job Acceptance and governs the provision of the Trade Services, including the cost to the User. The terms of Standard Terms of this agreement are set out on the Booking Request section of the Booking Website (**Trade Services Terms and Conditions**). Neither EnsureFlow nor RAA is a party to the Trade Services Terms and Conditions.

### 2. Acceptance of the Terms

Use of the Booking Website by you ("**You**") is governed by these Terms, which include our Privacy Policy. Our Privacy Policy is available to download on our website [www.raataoffice.collectivetradeservices.com.au](http://www.raataoffice.collectivetradeservices.com.au).

By using the Booking Website, You acknowledge and agree that You have read and understood the Terms and You agree to be bound by them. You should review the Terms carefully and immediately cease using the Booking Website if You do not agree to the Terms.

EnsureFlow reserves the right to change any of the Terms at any time and for whatever reason, without notice to You. You should review the Terms regularly as any changes to the Terms will take immediate

effect from the date of publication of the Terms on the Booking Website and will apply to subsequent uses of the Booking Website.

### **3. The Booking Website**

From time to time, the Booking Website will generate automated emails and/or electronic messages or notifications to registered Users Emails, notifications and messages sent by or through the Booking Website are considered a part of the Booking Website.

The Booking Website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, EnsureFlow does not endorse and is not responsible for the content on those linked websites and has no control over or rights in those linked websites.

The information contained on the Booking Website is for general information only and is not intended in any way to be a substitute for professional advice. You should seek legal or other professional advice before acting or relying on the information set out on or provided to You through the Booking Website or provided by any Trade You engage through the Booking Website.

EnsureFlow may from time to time and without notice to You update or change any feature or function of the Booking Website, including the information, products or services described in the Booking Website. You should monitor any changes to the information contained on this website.

### **4. Personal and contact information**

You are required to enter Your contact details to be able to use the Booking Website and to issue Job Requests.

To use the Booking Website, You must:

- (a) be at least 18 years of age;
- (b) possess the legal right and ability to enter into a legally binding agreement with EnsureFlow; and
- (c) agree and warrant to use the Portal in accordance with these Terms.

Entering Your contact information will involve You providing certain information personal to You, including your name, address and phone number, with the Booking Website. EnsureFlow will handle that information in accordance with our Privacy Policy.

### **5. Job Requests and Job Acceptances**

You are able to issue a Job Request on the Booking Website booking system ("**Job Offer Board**"), available at [www.taoffice.collectivetradeservices.com.au](http://www.taoffice.collectivetradeservices.com.au).

The Booking Website will then generate an electronic form ("**Job Request Form**") requiring You to provide certain details about the Trade Services that You require, including:

- (a) The nature and scope of the Trade Services;
- (b) The location and address of the premises where the Trade Services are required;

- (c) Your name and contact details; and
- (d) Two dates and corresponding times that You would prefer the Trade to perform the Trade Services.

You must complete the Job Request Form as fully as possible and to the best of your knowledge. Providing speculative, false or fraudulent information in a Job Request Form or using the Booking Website in a speculative, false or fraudulent manner is prohibited and constitutes a breach of these Terms.

Once You have completed the Job Request Form and clicked “next”, an estimate of the labour and materials costs (“**Costs Estimate**”) of the Trade Services You have requested will be generated.

If You agree with the Costs Estimate, You can proceed to lodge the Job Request by clicking the “submit” button. By doing so, You accept and agree to the Costs Estimate and the Trade Services Terms and Conditions which apply to each Job Request.

EnsureFlow will then make the Job Request, including all information contained in the Job Request Form, available to Trades situated in or around the location specified by You for the performance of the Trade Services. An available Trade will then issue a Job Acceptance which forms a contract between you and the Trade for the delivery of the Trade Services on the terms set out in the Trade Services Terms and Conditions.

Should no Job Acceptance be lodged on the Job Offer Board within a reasonable time of the Job Request having been issued, EnsureFlow will expand the Job Request to Trades located in other suburbs or areas until such time as a Job Acceptance is received.

The Booking Website will generate an automatic email and/or SMS and/or other means of electronic notification to You once a Job Acceptance has been issued.

You agree and acknowledge that the lodging of a Job Acceptance in response to a Job Request issued by You will have the effect of forming a contract between You and the Trade which has lodged the Job Acceptance for the performance by the Trade of the Trade Services specified in the Job Request on the terms set out in the Trade Services Terms and Conditions and any other terms and conditions agreed between You and the Trade.

## **6. Trade Services Terms and Conditions to Prevail**

If there is any inconsistency between the Trade Services Terms and Conditions and any other any other terms and conditions agreed between You and the Trade for the performance by the Trade of the Trade Services specified in a Job Request, the Trade Services Terms and Conditions prevail to the extent of any inconsistency.

## **7. Intellectual Property**

You agree and acknowledge that EnsureFlow is the absolute owner of the Booking Website and retains all rights associated with all intellectual property that may exist in respect of the Booking Website and/or the business conducted by EnsureFlow, including but not limited to:

- (a) EnsureFlow’s trademarks;
- (b) copyright (including all copyright in software, technologies and online platforms whether forming part of the Booking Website or not);

- (c) designs, patents and circuit layouts

**(“EnsureFlow’s Intellectual Property”).**

You agree and acknowledge that RAA is the absolute owner of and retains all rights associated with all RAA intellectual property that may exist on the Booking Website, including but not limited to:

- (e) RAA’s trademarks; and
- (f) RAA’s internal business rules, processes and workflows.

By accepting the Terms, You are granted a non-exclusive licence to view and use the Booking Website.

You must not, without EnsureFlow’s prior written consent, which may be withheld at its absolute discretion:

- (a) copy, republish, reproduce, upload and/or re-post to a third party, duplicate or extract;
- (b) redistribute, sell, rent or licence; or
- (c) edit, modify or vary;

in any way, any part of the content of the Booking Website, including the layout of the Booking Website and any computer software or code contained in the Booking Website.

## **8. User Obligations**

You agree that any information You give to EnsureFlow or RAA or provide using the Booking Website will always be accurate, correct and up to date.

You must not use, or cause the Booking Website to be used, in any way which:

- (a) breaches any of these Terms;
- (b) infringes EnsureFlow, RAA’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 Platform;
- (e) causes the Booking Website to be used as a medium which stores, hosts, transmits, sends or distributes any material which consists of:
  - (i) spyware;
  - (ii) computer viruses;
  - (iii) Trojans;
  - (iv) worms;
  - (v) keystroke loggers; or
  - (vi) any other malicious computer software.

Any use of the Booking Website by You that contravenes these Terms may result in You being denied access to the Booking Website and/or your User Profile being blocked or deleted by EnsureFlow and/or RAA at their discretion.

## **9. Facilitator not Provider of Trade Services**

The Booking Website allows You as a User to, by the issuing of Job Requests, promptly and efficiently connect with Trades to perform Trade Services on the terms set out in the Trade Service Terms and Conditions.

You acknowledge that in providing access to the Booking Website, EnsureFlow and RAA provide You with a platform only to obtain Trade Services on the terms set out in the Trade Service Terms and Conditions.

EnsureFlow and RAA do not provide the Trade Services to You in any circumstances and the Trades are not employed, subcontracted or affiliated in any way with EnsureFlow, RAA or any of their related bodies.

EnsureFlow and RAA are not an agent or broker for You. You enter into any transaction, including any contract with a Trade, at your own risk.

## **10. Limited Warranty**

EnsureFlow warrants that it has made reasonable enquiries to satisfy itself that all Trades hold the following:

- (a) a police clearance certificate of a currency of no less than two years;
- (b) current applicable insurance policies;
- (c) a current Safety White Card; and
- (d) a current licence appropriate to area of specialty of the Trade

(“**Limited Warranty**”).

## **11. Liability and Indemnity**

Subject to the Limited Warranty and to the full extent permitted by law, You acknowledge and agree that RAA and EnsureFlow:

- (a) are not in any way responsible for the actions and omissions of Trades in providing the Trade Services or otherwise;
- (b) do not and will not provide professional advice to You;
- (c) operate the Booking Website without assuming a duty of care to You and that the use by You of the Booking Website will be at your sole risk; and
- (d) in no way guarantee the performance of the Trade Services by Trades;
- (e) give no warranty, guarantee or representation to You about:
  - (i) the accuracy, reliability, timeliness, completeness or otherwise of the content and information accessible on the Booking Website;

- (ii) the safety, quality, condition or description of the Trade Services provided by Trades and of any products used or supplied by Trades in the performance of the Trade Services;
  - (iii) the merchantability or the fitness for any particular purpose of any service or product provided by a Trade in the course of carrying out the Trade Services the subject of a Job Request;
  - (iv) the security and availability of the Booking Website, its software, the server from which the Booking Website is run, and the services the Booking Website provides;
  - (v) the Booking Website, its software and the server from which the Booking Website is run being free from errors, defects and viruses; or
  - (vi) the conduct of Trades and of Users on the Booking Website;
- (f) 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 of, use of or reliance on the Booking Website or the information it contains, or otherwise in connection with the Booking Website; and
- (g) 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 a Trade or the offer or supply of (or default in supplying) the Trade Services;

You agree You will indemnify RAA and EnsureFlow against or in respect of any claim, action, loss, liability, damage, costs, expense or payment arising (whether directly or indirectly) out of any breach by You of these Terms or of any other legal obligation You have.

## **12. General Provisions**

These Terms will be governed by and interpreted in accordance with the laws of Western Australia and where applicable the laws of the Commonwealth of Australia. You agree to submit to the jurisdiction of the courts of Western Australia and if applicable the Commonwealth of Australia.

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.

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.

If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms, which will remain in full force and effect.

Failure to exercise or delay in exercising any right, power or privilege by EnsureFlow will not operate as a waiver of that right, power or privilege. A single or partial exercise of any right, power or privilege will not preclude any other or further exercise of that right, power or privilege, or the exercise of any other right, power or privilege.