



Trade Services Terms and Conditions

1. Contract for Trade Services

- (a) **You** agree and acknowledge that the lodging of a Job Request by You and the confirmation of the Job Acceptance by the Trade has the effect of forming a contract between You and the Trade for the Trade to perform the Trade Services specified in the Job Request on the terms set out in these terms and conditions ("**Trade Services Terms and Conditions**") and any other terms and conditions agreed between You and the Trade.
- (b) If there is any inconsistency between these Trade Services Terms and Conditions and any other any other terms and conditions agreed between You and the Trade for the performance of the Trade Services specified in a Job Request, the Trade Services Terms and Conditions prevail.
- (c) You acknowledge that RAA and EnsureFlow are not parties to this agreement and you agree to release RAA and EnsureFlow from any liability under or in connection with these Terms and/or the Trade Services.

2. Definitions

- a) For the purposes of these Terms and Conditions:
 - i) "**After Hours**" means any time outside of Business Hours.
 - ii) "**Business Day**" means any day other than a Saturday, Sunday or South Australian public holiday;
 - iii) "**Business Hours**" means the hours between 8:00am and 5:00pm on a Business Day.
 - iv) "**Minimum Emergency After Hours Service Call Out Fee**" means the fee notified to You by telephone at the time of requesting the booking.
 - v) "**Trade**" means the Trade which has lodged the Job Acceptance.

3. Job Details

- (a) After you lodge your Business Hours Job Request you will receive an email (**Business Hours Order Confirmation**) setting out:
 - (i) the Trade type;
 - (ii) Cost Estimate;
 - (iii) Onsite Service Fee; and
 - (iv) Service Window preferences,

for delivery of your Trade Services.

- (b) Once a Job Acceptance has been lodged for Your Business Hours Job Request you will receive an SMS confirming the acceptance.
- (c) After you lodge your After Hours Job Request, the Service Window is confirmed by the Trade via phone (**After Hours Order Confirmation**) and you will then receive a Receipt from the Trade on site setting out:
 - (i) the Trade type;
 - (ii) Minimum Emergency After Hours Service Call Out Fee; and
 - (iii) Any additional fees or information necessary

for delivery of your Trade Services

4. Pricing and Payment for Trade Services during Business Hours

- (a) This clause 4 applies to all Trade Services conducted within Business Hours and does not apply to Trade Services conducted After Hours. For terms relating to pricing and payment for Trade Services conducted After Hours, see clause 6.
- (b) Subject to this clause, You must pay the Trade the Costs Estimate for the Trade Services on completion of the Trade Services.
- (c) If the Trade considers, upon assessing the site and/or location where the Trade Services are to be performed, that additional Trade Services will be required in order to comply with all laws or otherwise with the Trade's obligations, or are requested by You ("**Variation**"), then the Trade may issue You with a variation to the Costs Estimate ("**Variation Price**").
- (d) If You accept the Variation Price, You must pay the Variation Price in addition to the Costs Estimate upon completion of the Trade Services, or as otherwise agreed with the Trade.
- (e) If You do not accept the Variation Price or You and the Trade do not otherwise agree on the Trade Services to be performed and the price, You may terminate your Job Request but You must pay the Trade the Onsite Service Fee as specified in the Business Hours Order Confirmation.
- (f) Where any Variation Price applies, the Trade will not commence the Trade Services until the Variation Price has been presented to You in writing and signed off by You.
- (g) For all Business Hours Job Requests, the Trade must:
 - (i) not charge an amount for the Trade Services that exceeds the Costs Estimate unless You have agreed a Variation Fee;
 - (ii) not charge any credit card or other transaction service fees to You if You pay electronically; and
 - (iii) allow for acceptance of payment for all Job Requests electronically, and must not under any circumstances collect, retain or store any of Your credit card details.

- (h) Any dispute You may have with the Trade in relation to the Trade Services and/or the costs charged by the Trade is to be resolved between You and the Trade.
- (i) You acknowledge that You are solely responsible for making payment to the Trade for the Trade Services performed pursuant to a Job Request and/or any Variation Price as may be agreed between the You and the Trade.

5. Changes and Cancellations for Trade Services during Business Hours

- (a) This clause 5 applies to all Trade Services conducted within Business Hours and does not apply to Trade Services conducted After Hours. For terms relating to changes and cancellations for Trade Services conducted After Hours, see clause 7.
- (b) The Trade must use all reasonable endeavours to provide the Trade Services during the Services Window.
- (c) Where You have a Business Hours Order Confirmation, You must provide the Trade with at least 4 Business Hours' notice to change the Service Window or cancel the Job.
- (d) If:
 - (i) You provide less than 4 Business Hours' notice to the Trade to change the Service Window for your Job; or
 - (ii) the Trade attends to perform the Trade Services within the Service Window and the Trade cannot do so at the time because You are not at the premises, or there are other reasons within your control which prevent the Trade performing the Trade Services,and You and the Trade are unable to agree on a new Service Window, or You decide to cancel the Job, You must pay the Trade the Onsite Service Fee.
- (e) If You authorise the Trade to purchase any materials in relation to Your Job, and You subsequently cancel the Job, then you must reimburse the Trade for the reasonable cost incurred by the Trade for the purchase, provided that the Trade may only seek reimbursement where they are unable to return or use the materials, and where a reimbursement is required it is only payable upon delivery of the materials to You.
- (f) The Trade must provide You with no less than 4 business hours notice of any change to the Service Window and use all reasonable endeavours to agree a revised Service Window with You. If a Trade:
 - (i) is unable to fulfil a Job Acceptance for whatever reason, including their unavailability during the Service Window; or
 - (ii) does not attend the location for the performance of the Trade Services during the Service Window; or

and You and the Trade cannot agree a new Service Window, You may either:

(iii) request that the Job Request is re-listed on the Job Offer Board; or

(iv) terminate the Job Request,

in which case the contract between the You and the Trade is terminated and You will not be required to pay any Onsite Service Fee.

(g) You may cancel a Job Request at any time and without charge provided no Business Hours Order Confirmation has been issued.

6. Pricing and Payment for Trade Services during After Hours

(a) This clause 6 applies to all Trade Services conducted After Hours and does not apply to Trade Services conducted during Business Hours. For terms relating to pricing and payment for Trade Services conducted during Business Hours, see clause 4.

(b) After Hours services are available to be booked by phone only.

(c) Limited services are able to be carried out After Hours. These include:

(i) Limited locksmithing tasks, and

(ii) other services as offered by Trade Assist from time to time, that can be completed After Hours.

(d) Payment of the Minimum Emergency After Hours Service Call Out Fee in full for all Emergency After Hours Trade Services is required by phone to secure booking prior to the Trade coming to You.

(e) If the Trade considers, upon assessing the site and/or location where the Trade Services are to be performed that additional work, parts or materials will be required to complete the job (**Additional Costs**) a quote for the Additional Costs will be issued to You prior to the Trade commencing work.

(f) If You accept the quote for Additional Costs, You must pay that additional amount in addition to the already paid Minimum Emergency After Hours Service Call Out Fee upon completion of the Trade Services, or as otherwise agreed with the Trade.

(g) If You do not accept the quote for Additional Costs or You and the Trade do not otherwise agree on the Trade Services to be performed, you will not be obliged to pay for the Additional Costs.

(h) Where any quote for Additional Costs has been accepted, the Trade will not commence the work unless the quote has been presented to You in writing and signed off by You.

(i) For all After Hours Job Requests, the Trade must:

(i) not charge any credit card or other transaction service fees to You if You pay electronically; and

- (ii) allow for acceptance of payment electronically, and must not under any circumstances collect, retain or store any of Your credit card details
- (j) Any dispute You may have with the Trade in relation to the Trade Services and/or the costs charged by the Trade is to be resolved between You and the Trade.
- (k) You acknowledge that You are solely responsible for making payments to the Trade before the Trade Services are performed pursuant to a Job Request and for subsequently making payment for any Additional Costs as may be agreed between to You and the Trade.

7. Changes and Cancellations for Trade Services After Hours

- (a) This clause applies to all Trade Services conducted After Hours and does not apply to Trade Services conducted during Business Hours. For terms relating to changes and cancellations for Trade Services conducted during Business Hours, see clause 5.
- (b) The Trade must use all reasonable endeavours to provide the Trade Services during the Service Window.
- (c) Subject to clause 7(d), You will not be reimbursed Your payment of the Minimum Emergency After Hours Service Call Out Fee if:
 - (i) The Trade attends to perform the Trade Services within the Service Window and the Trade cannot do so at the time because You are not at the premises, or
 - (ii) You inform the Trade that You no longer require the Trade Services at any time after payment of the Minimum Emergency After Hours Service Call Out Fee (including in circumstances where the Trade considers that Additional Costs are required to complete the Trade Services and You do not accept the Trade's quote for those Additional Costs); or
 - (iii) subject to clause 7(d), the Trade Services are not performed for any other reason
- (d) To the extent permitted by law, the Minimum Emergency After Hours Service Call Out Fee will only be refunded if the Trade does not arrive to commence the Trade Services within the Service Window for reasons within the Trade's control and the Minimum Emergency After Hours Service Call Out Fee will be retained by the Trade in all other circumstances.
- (e) If You authorise the Trade to purchase any materials in relation to Your Job (including any additional work required by You), and You subsequently cancel the Job, then you must reimburse the Trade for the reasonable cost incurred by the Trade for the purchase, provided that the Trade may only seek reimbursement where they are unable to return or use the materials, and where a reimbursement is required it is only payable upon delivery of the materials to You.
- (f) The Trade must provide You with no less than 30 minutes notice of any change to the Service Window and use all reasonable endeavours to agree to a revised Service Window with You. If a Trade:

- (i) Is unable to fulfil a Job Acceptance for whatever reason, including their unavailability during the Service Window; or
 - (ii) Does not attend the location for the performance of the Trade Services during the Service Window for reasons outside of the Trade's Control,
- and You and the Trade cannot agree a new Service Window, You may terminate the Job Request and clause 7(d) will apply.

8. Standard of Trade Services

- (a) The Trade must comply with the requirements of all applicable laws and with the lawful requirements of public and other authorities and any relevant industry standards in any way affecting or applicable to the provision of the Trade Services.
- (b) The Trade must ensure and that the Trade and any of the Trade's personnel that perform the Trade Services, have the proper skills, training, knowledge and experience to perform any Trade Services they provide.
- (c) The Trade warrants that all of the materials that may be supplied and/or installed by the Trade in the course of providing the Trade Services to You are:
 - (i) newly manufactured;
 - (ii) free from defects in materials and workmanship;
 - (iii) suitable for the Trade Services;
 - (iv) of good and merchantable quality; and
 - (v) free from any charge or encumbrance.
- (d) The Trade warrants to You that it will at its own expense:
 - (i) rectify any damage found to have been caused as a result of the actions or inactions of the Trade or its personnel in the performance of or incidental to the performance of the Trade Services for You; and
 - (ii) remedy any defects in the Trade Services carried out by the Trade or its personnel.

9. Warranty

- (a) The Trade warrants that:
 - (i) the Trade Services will be performed in accordance with all applicable laws and with the lawful requirements of public and other authorities and any relevant industry standards in any way affecting or applicable to the provision of the Trade Services;
 - (ii) the Trade Service will be performed by Personnel who have the proper skills, training, knowledge and experience to perform any Trade Services they provide;

- (iii) the Trade Services will be performed with due care and skill and in accordance with any industry standards (**Workmanship Warranty**).
- (b) Subject to the Law, the Trade offers a limited warranty to You for defects in the Trade Services carried out under these Terms and Conditions.
- (c) The Workmanship Warranty covers any defects that arise from the workmanship in carrying out the Trade Services at the site the subject of the Job Request.
- (d) The Workmanship Warranty does not cover materials, including parts or components, provided by the Trade as part of the Trade Services (which may be covered by separate manufacturer warranties or otherwise at law).
- (e) The Workmanship Warranty period is 12 months from the date of completion of the Trade Services.
- (f) Where the Workmanship Warranty applies, the Trade will either (at its discretion and cost)
 - (i) re-supply the defective Trade Services; or
 - (ii) reimburse You for the cost of having the defective Trade Services re-supplied.
- (g) To claim under this workmanship warranty You must notify the Trade by phone per the Tax Invoice of the warranty claim and, if requested by the Trade, in writing providing details of:
 - (i) the Your name, address and contact telephone number;
 - (ii) details of the Trade Services and the address at which they were provided;
 - (iii) an outline of the nature of the workmanship defect claimed; and
 - (iv) evidence of the workmanship defect.