

24 HOUR EMERGENCY PLUMBER SYDNEY AND AFTER HOURS PLUS PTY LTD
TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern 24houremergencyplumbersydney.net.au's relationship with you in relation to your use of this website and our Services.

By using this website, you signify your acceptance of these terms and conditions of use ("Terms"). For the purposes of these Terms:

"Service/s" means after-hours tradesman booking service.

"Us", "Our" and "We" refers to www.24houremergencyplumbersydney.net.au and After Hours Plus Pty Ltd including all directors, employees and contractors

"You", "Your" and "Customer" refers to you, the customer, visitor, or person using our website and engaging our Services

PROVISION OF SERVICES

We act as a facilitator to assist people requiring after-hours tradesman services (Customers) and individuals seeking to provide those services (Providers). Those services requested by the Customers, which are to be completed by the Providers ('Professional Services') may include the delivery and/or assembly of spare parts, materials or other items (Parts) required to provide the Professional Services and fix the Customer problem but shall not be deemed to include the Parts themselves. Any cost of the Parts will be in addition to any quoted Professional Services amount.

We do not provide Professional Services. The provision of all Professional Services is the responsibility of the Providers, which may be booked through Us. You agree we act only in the capacity of matching the work and Professional Services you require and a Provider to do the work.

Whilst we at all times try to ensure our final recommendations meet your requirements, we are reliant on the information provided by you and any additional discussions we may have to ensure we understand your requirements or the history of your issue/problem in order to be able to send a qualified tradesman to repair it.

Every effort will be made to ensure that the Providers we refer are qualified, insured and competent to carry out the Professional Services required to a proper standard. However we do not accept any responsibility whatsoever for the acts or omissions of any provider, and do not warrant accuracy, completeness, or fitness for purpose of any Professional Services or Parts or that such Professional Services or Parts comply with all applicable product safety and consumer product information standards. Any purchase of goods or services you make from Providers will be a separate contract with that Provider for those goods and services and Provider shall be solely responsible for the goods and services arranged through our Service.

We are not in any way responsible or liable for any failure in relation to:

- a) the communication from you to the Provider
- b) the provider's failure to deliver the goods or services ordered;
- c) the condition of the goods or services on delivery; or

- d) the payment of any goods or services tax (or similar tax) payable on the supply by the Provider of the goods or services.

PRICING

We will notify you of the callout fee at the time of booking your Professional Service. The Provider will advise you when they may be arriving at your property and will assess the work. Upon request, they will advise a quote estimate for the work and any Parts prior to commencement of any work. This quote will be an estimate only and subject to any issues that may be discovered during the course of the work. This quote for work will be in addition to the callout fee and all fees will be payable directly to the Provider on completion of the work. For the sake of clarity: Full payment must be made directly to the Provider on completion of the work including the cost of any Parts, labour and the callout fee.

CANCELLATION OF PROFESSIONAL SERVICES

Cancellation by Customer: Customers may cancel their scheduled Professional Service appointments through Our Service at any time, subject to the following:
If a Customer cancels more than 24 hours before a scheduled Professional Service appointment, there is no cancellation fee. If a Customer cancels between 2-24 hours before a scheduled Professional Service appointment, the Customer will be charged a \$15 cancellation fee. If the Customer cancels during the 2 hours before a scheduled Professional Service appointment, the Customer will be charged the full Professional Service call out amount.

Cancellation by Provider: When a Provider cancels a scheduled Professional Service appointment, We generally notify the Customer and make the Customer's Professional Service request available for another Provider to select. However, We cannot guarantee that a cancelled Professional Service appointment will be selected by another Provider and rescheduled or that the Professional Service request will be completed. We will do everything possible to ensure another Provider is sent or available or will otherwise notify You.

Lateness or No show: If a Provider fails to attend a scheduled Professional Service appointment, We will use commercially reasonable efforts to find another Provider as soon as possible. However We will not be responsible in any way for any loss or damage, howsoever caused, arising in connection with any failure or delay in provision of Professional Services or the non-availability of any Provider.

PROFESSIONAL SERVICES WARRANTY AND REFUND

All Professional Services come with a 30 day guarantee where the Provider will either offer to provide the Professional Services again or offer a full refund for the services where the same problem or issue arises that has previously been fixed by the Provider and the work has not been touched or tampered with and no other tradesman has worked on the issue.

There is a 12 month guarantee on all Parts excluding labour.

ACCESS TO PREMISES

You must ensure that the Provider has sufficient and safe access to your premises at the times they may reasonably require in order to perform the Professional Services. You agree to indemnify the Provider and Us against any loss or damage arising in connection with your failure to provide access to the premises at the agreed time.

LIMITATION OF LIABILITY

Disclaimer

It is an essential pre-condition to you using our website and Services that you agree and accept that we are not liable for any direct, indirect, consequential or incidental loss or damage which may result from:

- your use of the Services, the use of our Website or inability to use the Website, or any information contained on the Website or linked to it; and
- any act or omission of any Provider you have engaged to perform the Professional Services.

For the sake of clarity as to the extent of this limitation of liability, in no event will we be liable for any consequential, indirect, incidental or special damages of any kind, including any damages for loss of revenue or profits, loss of opportunity, loss of business, loss of goodwill, loss of or damage to reputation, interruption of business, loss or corruption of data, or your incurring legal and other professional fees and expenses, even if the possibility of such damages or loss was made known to us.

You assume all risk in using the Services and we cannot be liable for your use of or reliance on our Service.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Competition and Consumer Act

Certain legislation including the Australian Consumer Law (ACL) in the *Consumer and Competition Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Services by us to you which cannot be excluded, restricted or modified (Statutory Rights).

Our liability is governed solely by the ACL and these Terms. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights.

Except for your Statutory Rights, all Services are provided to you without warranties of any kind, either express or implied; and we expressly disclaim all warranties of any kind including but not limited to implied warranties that the Services will be provided with due care and skill and fitness for a particular purpose.

When your Statutory Rights apply, to the extent possible, our liability in respect of any claim is limited to, at our option:

- (a) The supply of any services again; or
- (b) The payment of the cost of having any services supplied again.

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Services

If you are a consumer as defined in the ACL, the following applies to you: We guarantee that the Services we supply to you are rendered with due care and skill; fit for the purpose that we advertise, or that you have told us you are acquiring the Services for or for a result which you have told us you

wish the Services achieve, unless we consider and disclose that this purpose is not achievable; and will be supplied within a reasonable time. To the extent we are unable to exclude liability; our total liability for loss or damage you suffer or incur from our Services is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates.

LINKS TO OTHER WEBSITES

24houremergencyplumbersydney.net.au may from time to time provide on its website, links to other websites, advertisements and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between Us and the owners of those websites. We take no responsibility for any of the content found on the linked websites.

Our website may contain information or advertisements provided by third parties for which We accept no responsibility whatsoever for any information or advice provided to you directly by third parties. We are making a 'recommendation' only and are not providing any advice nor do we take any responsibility for any advice received in this regard.

YOUR PRIVACY

We are committed to protecting your privacy. We use the information We collect about you to maximise the Services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from you is protected by our secure servers. Our secure server software encrypts all customer information before it is sent to us. Furthermore, all of the customer data We collect is secured against unauthorised use or access. Credit card information is not stored by us on our servers.

You agree that we are required to provide your name, address and telephone details as well as other personal data about you to the Provider in order to provide you with Our Services. The Providers of Our Services are under the same duty of confidentiality and privacy that we agree with you.

Text Messages and Phone Calls: By providing your phone number and using Our Service, you agree that we may, to the extent permitted by applicable law, use your mobile phone number for calls and, if such phone number is a mobile number, for text (SMS) messages, in order to provide you with Our Services and enable the Provider to provide the requested Professional Services. Standard call or message charges or other charges from your phone carrier may apply to calls or text (SMS) messages we send to you. You may opt-out of receiving text (SMS) messages from us by replying with the word "STOP" to a text message from us. You acknowledge that opting out of text (SMS) messages may impact your ability to use Our Service.

THIRD PARTIES

We do not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve its website and its services but not for any other use.

DISCLOSE YOUR INFORMATION

We may be required, in certain circumstances, to disclose information in good faith; by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our Customers or third parties.

EXCLUSION OF COMPETITORS

If you are in the business of providing similar services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of 24houremergencyplumbersydney.net.au. We expressly exclude and do not permit you to use or access our website, to download any documents or information from our website or obtain any such documents or information through a third party. If you breach this term then we will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. We reserve the right to exclude and deny any person access to our website, services or information in our sole discretion.

COPYRIGHT, TRADEMARK AND RESTRICTIONS OF USE

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance, trademarks and graphics. You are not permitted to reproduce the documents, information or materials on the website for the purposes of sale or the use by any third party. In particular you are not permitted to republish, upload, transmit electronically or otherwise or distribute any of the materials, documents or products that may be available for download from time to time on this website.

We expressly reserve all copyright and trademark in all documents, information and materials on our website and we reserve the right to take action against you if you breach any of these terms.

Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following: you may print or download to a local hard disk extracts for your personal and non-commercial use only; and you may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material.

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

AMENDMENT OF TERMS

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and our rights and obligations to each other.

WHOLE AGREEMENT

These Terms represent the whole agreement between you and Us concerning your use and access to our website, Services and your use and access to the information on it. No other term is to be included in this agreement except where it is required to be included by any

legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

EXCLUSION OF UNENFORCEABLE TERMS

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

JURISDICTION

This agreement and this website are subject to the laws of Queensland. If there is a dispute between you and 24houremergencyplumbersydney.net.au that results in litigation then you agree to submit to the jurisdiction of the courts of Queensland.