

A42 Trade Services Pty Ltd ACN 653 271 419 trading as Local Expert (**Local Expert**)

# Task Manager Platform Service Provider Terms and Conditions

## Summary of Information

### What is this document?

This document describes the terms and conditions pursuant to which customers may request services from registered professionals using the Local Expert Platform. This document will describe how customers may request a quote from professional service providers (referred to in this document as PSP), accept the quote and the manner in which payment for the services is conducted. If the customer and the PSP proceed to use the Local Expert Platform to book services, the terms and conditions will be binding on the customer and the PSP and both the customer and the PSP accept and agree to be bound by the terms and conditions by conduct.

### Who are we?

Local Expert Task Manager Platform is an electronic platform (online as well as an Application) for the provision of home and or commercial services. The Local Expert Platform is provided by A42 Trade Services Pty Ltd ACN 653 271 419 (**Local Expert**).

### What does Local Expert Platform do?

The Local Expert Platform which uses online and downloaded Application channels, enables;

- (a) individuals or businesses to log on and post a request for a particular service;
- (b) requests for services to be posted which can be domestic services such as washing machine repairs, garden maintenance or painting etc or it can be commercial work such as construction, mechanical work etc;

- (c) professional service providers to log onto the platform and bid for service requests by customers;
- (d) contract management between the customer and the professional service provider;
- (e) payment management between the customer and the professional service provider;
- (f) the provision of assistance in resolution of disputes between the customer and the professional service provider.

The Local Expert Platform links business to business or business to consumer services and enables consumers or businesses to find a suitable PSP to quote on the desired service which they are qualified to perform. The service can be a domestic service such as garden maintenance or painting or it can be commercial work such as construction, home cleaning or general house repairs work etc.

### **How does the Local Expert Platform work and payment managed?**

Local Expert has entered into commercial arrangements with various trained, registered (if required by law) and insured professional service providers (**PSP**). When a prospective customer posts a Request For Service (**RFS**) online or using the application, this RFS is published amongst the various professional service providers.

Any PSP who is interested to bid for the service that was published as a RFS, submits a bid for the service and the Customer selects the PSP of their choice.

When the Customer selects their PSP and accepts their costing and terms of service, they can liaise independently to Local Expert with the PSP to arrange for the service to be provided.

When the service is complete, both the PSP and the Customer (individually and independently) will inform Local Expert that the service has been completed.

On approving the work completed by the selected PSP, the customer will be issued an invoice for payment to Local Expert, as quoted on the RFS Price and, if applicable, inclusive of any agreed variations. The payment options are;

- (a) electronic funds transfer (direct debit);

- (b) credit card; or
- (c) a funding option provided by Snaffle\* with their issued Snaffle Wallet\*

\* Snaffle Wallet is a credit facility provided by Walker Stores Pty Ltd trading as Snaffle®. Each application is subject to credit criteria, responsible lending assessment and terms and conditions.

The payment will then be debited by Local Expert from the Customer's selected payment method and remitted to the PSP less Local Expert's fees and charges related to its services which is quoted as a percentage of the PSP agreed quote.

### **Who are the PSPs?**

Local Expert has entered into a commercial relationship with the PSPs. All PSPs have their qualification and experience information vetted and confirmed by Local Expert. If the PSP must be licensed to perform the service (such as electrician, plumber or builder), Local Expert will ensure that the PSP is licensed accordingly.

The services are provided by the PSP who are independent contractors that are registered, with Local Expert, licensed (if applicable) and insured.

### **Is the service covered by warranty?**

Yes, all the services are covered by the mandatory warranty in the Australian Consumer Law which must be met by the PSP.

### **Who is liable for the work of the PSP?**

The PSP is solely responsible and liable for the provision of the Services and for any work conducted by employees or contractors of the PSP. Local Expert is not liable for the quality of the Services or for any matters arising between the PSP and its employees or contractors pursuant to any industrial relation laws

### **Can a complaint be lodged against the service provider?**

Yes, it can. A complaint can be lodged with Local Expert or the local Fair-Trading Department. If a complaint is lodged with Local Expert, Local Expert will investigate the complaint and liaise with both the PSP and the Customer in an endeavour to resolve the complaint. If the complaint is not resolved to the

satisfaction of the Customer, the Customer can escalate it in accordance with these terms and conditions within the Local Expert range of services or file a complaint with the local Fair -Trading Department or the Australian Competition and Consumer Commission (ACCC).

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## End of Summary

Please review the terms and conditions below as these will govern the services Local Expert provides and the rights and obligations of the parties.

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# Terms and Conditions

## 1. Definitions and Interpretation

(a) In these Terms and Conditions, capitalised terms have the following meanings:

**"Agreement"** means these terms and conditions, as amended from time to time, which govern the use by a Customer of the Local Expert Platform.

**"Australian Consumer Law"** means Schedule 2 of the Australian Competition and Consumer Law 2010.

**"Business Day"** means a day on which financial institutions are open for business in the jurisdiction where the Customer and the PSP are located other than a Saturday, Sunday or State or Territory or National public holidays.

**"Cancellation Fee"** means the fee charged by the PSP and Local Expert for the Customer cancelling the contract for Services entered with the PSP as stated in this Agreement.

**"Confidential Information"** means information disclosed to or by the Customer, PSP or Local Expert as part of this Agreement.

**"Customer"** means (you) the person or business that logs in to the Local Expert Platform and posts a RFS.

**"Customer"** means a consumer or a business who wishes to receive services from a PSP.

**"Fees"** means the fees and charges charged by Local Expert for the provision of the Local Expert Platform which are better described in Schedule 1 (Fee Schedule).

**"GST"** means Goods and Services Tax levied pursuant to the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act)

“**Government Agency**” means any governmental, administrative or judicial body whether State or Federal with authority in relation to the operation of this Agreement or the business operation of the PSP.

“**Law**” means any laws, statutes, official directive by a Government Agency, class orders or binding industry codes of practice as applicable and relevant to the business of the PSP and Local Expert.

“**Local Expert**” means A42 Trade Services Pty Ltd ACN 653 271 419 of 33-37 Port Wakefield Road Gepps Cross 5094 referred to as we or us as the context requires.

“**Local Expert Platform**” means the electronic (web and application) platform that can be access by Customers using the URL [www.localexpert.com.au](http://www.localexpert.com.au) or the downloaded application from the Google Store or App Store) pursuant to which the Customer can request quotation from Professional Service Provider for Services.

“**Loss**” means any loss (including loss of profit and loss of expected profit), claim, action, liability, damage, cost, charge, expense, outgoing, payment, diminution in value or deficiency of any kind or character which a party, suffers or incurs or is liable for including:

- (a) Liabilities on account of tax,
- (b) Interest and other amounts payable to third parties,
- (c) Legal costs (on a full indemnity basis) and other expenses reasonably incurred in connection with investigating or defending any claim or action, and
- (d) All amounts paid in settlement of any claim or action.

“**Personal Information**” has the same meaning as defined in the Privacy Act 1988 (Cth) as amended from time to time.

“**Professional Service Provider(s) (PSP)**” means the service providers that are registered with Local Expert who are willing to provide tenders, quotes and bid for RFS posted by Customer.

“**Professional Service Provider Agreement (PSP Agreement)**” means the agreement a Customer and a PSP enter into for the provision of Services which may be by way of a quotation by the PSP which is accepted by the Customer or a more detailed contract for services e.g. construction agreements.

**“Request For Service (RFS)”** means a request for Services by a Customer posted on the Local Expert Platform which includes detailed description of the Service wanted, any time frame relevant to the Services and other relevant information to enable the PSP to respond.

**“Request For Services (RFS) Price”** means the agreed price between a Customer and a Professional Service Provider.

**“Service”** means the professional services provided by the PSP to a Customer under the PSP Agreement.

## 1.1 General interpretation

The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply:

- (a) Headings are for convenience only, and do not affect interpretation.
- (b) A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement includes all variations, novations or replacements;
  - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
  - (iv) a person includes a natural person and a corporation, and includes the person and any successors in title, assigns, transferees or executors of the person;
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (c) A singular word includes the plural, and vice versa.
- (d) Where any word or expression has a special meaning, any other part of speech or other grammatical form of that word or expression has a corresponding meaning;
- (e) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (f) A reference to dollars or \$ is to Australian currency.

## 1.2 Accepting these Terms and Conditions by conduct

Each of the Customer and the PSP acknowledges and agrees that by accessing the Local Expert Platform, they accept and agree to these Terms and Condition.

## 2. Posting a RFS

- (a) The Customer may post, from time to time, on the Local Expert Platform a RFS. There is no charge for posting RFS.
- (b) The Customer will be asked to provide the following information as part of the posting of a RFS:
  - (i) Personal Information;
  - (ii) information specific to the Services such as location and a detailed description of the Services required;
  - (iii) any special conditions that apply to the Services;
  - (iv) the time frame and urgency for the Services; and
  - (v) any other details as relevant or applicable.
- (c) The Customer must ensure that the information the Customer provides in the RFS is accurate and up to date. The Customer is liable for any delay and cost or Losses associated with the Customer providing inaccurate and or misleading information in the RFS.
- (d) When the Customer logs onto the Local Expert Platform and posts a RFS, the Customer is deemed to have read, understood and accept this Agreement and Local Expert Privacy Policy.

## 3. Responsibility of the Customer and PSP

- (a) In consideration of Local Expert enabling the Customer and the PSP to use the Local Expert Platform, each of the Customer and the PSP irrevocably agrees and undertakes to:
  - (i) comply with the terms of this Agreement;
  - (ii) comply with any Laws that apply to the provision of the Services and their use of the Local Expert Platform;
  - (iii) cooperate with Local Expert as the need arise and provide such information as required by Local Expert from time to time;

- (iv) cooperate with any Government Agency as the need arises from time to time in relation to the RFS and the Services;
  - (v) post accurate information on the Local Expert Platform;
  - (vi) act professionally and courteously when dealing with each other and with Local Expert;
  - (vii) not publish any information in relation to the Local Expert Platform or the Services if this information is inaccurate, misleading, defamatory or the publication has the risk of bringing the reputation of the Customer, PSP or Local Expert into disrepute;
  - (viii) maintain in strict confidence any Confidential Information conveyed to them as part of the operation of the Local Expert Platform and the provision of the Services;
  - (ix) protect any Personal Information supplied to them under this Agreement in a similar fashion that they protect and maintain their own Personal Information; and
  - (x) only use the Local Expert Platform for the purpose it is meant for and in accordance with this Agreement;
  - (xi) only use the information provided in the RFS and the quotation by the PSP for the purpose it is meant for; and
  - (xii) (for the PSP only) comply with any industrial relations laws that apply to the PSP and the employment of any staff for the provision of the Services.
- (b) The PSP irrevocably warrant and represent that;
- (i) it has the right to provide the Services;
  - (ii) it holds the appropriate license by a Government Agency (if relevant) to provide the Services;
  - (iii) the PSP is not under any restrictive or prohibited order to not provide the Services;
  - (iv) the PSP will ensure that it complies with the legislative requirements as governed in the State where the PSP operates including but not limited to relevant licensing, building contracts and occupation/workplace health and safety.
  - (v) it holds the appropriate insurance to cover liability under the Services and will provide a copy of the certificate of currency with

- regard to that insurance coverage to the Customer or Local Expert as required;
- (vi) it has the capacity, knowledge and experience to perform the Services in a professional manner, with due diligence and care and in compliance with the time frame imposed by the Customer;
  - (vii) the Services are covered and the PSP will comply with any warranties as prescribed in the Australian Consumer Law in relation to the Services;
  - (viii) it complies with all industrial relation laws governing employment of employees or engagement of subcontractors with regards to the delivery of the Services.
- (c) The PSP irrevocably agrees that;
- (i) before it supplies the Services to the Customer, it must disclose to the Customer the PSP Agreement and any terms and conditions that govern the Services;
  - (ii) the PSP Agreement must be drafted either as a market industry standard (e.g. HIA Domestic Building Agreement) or in plain English;
  - (ii) before it supplies the Services to the Customer, the PSP must ensure that the Customer understood PSP Agreement, the RFS Price and payment methods and the Customer signed the PSP Agreement;
  - (iv) once the Customer agrees with the PSP Agreement and RFS Price, the PSP must not charge the Customer a fee or cost in excess of the RFS Price. All charges in relation to the Services must be GST exclusive and the component of GST clearly marked on the PSP quote;
  - (v) if the Customer agrees to variations of the PSP Agreement or to the payment of any additional fees or reimbursements, these variations must be in writing and the PSP is solely responsible for the collection of these additional fees or reimbursements;
  - (vi) all payments for the Services must be conducted through the Local Expert Platform using the Customer's Account;
  - (vii) if the PSP is required to subcontract the Services to a third party, the PSP must;

- (A) firstly, obtain the consent of the Customer to the subcontracting; and
- (B) the PSP remains solely responsible and liable for the performance of the Services to the Customer.
- (viii) it will maintain an online diary schedule either through the Local Expert app or Local Expert Platform;
- (ix) will accept all work they have quoted and represented that they have the capacity, knowledge and experience to perform which was accepted by the Customer;
- (x) all payments for the services provided by the PSP to a Customer are managed exclusively by Local Expert as set out in clause 5 of this terms and conditions;
- (xi) that Local Expert will charge its fees and charges for the provision of the Local Expert Platform out of any monies due to the PSP;
- (xii) it shall not receive or agree to receive any cash payments or equivalent or any payment by way of barter from a Customer. Undisclosed and unauthorised payment methods will be deemed a fundamental breach of this Agreement entitling Local Expert's to immediately terminate, in its discretion, this Agreement;
- (xiii) the Fee Local Expert will charge the PSP for each successfully completed work for the provision of the Local Expert Platform is as disclosed in Schedule 1. The Fee charged by Local Expert is charged against the RFS Price ignoring any GST levied by the PSP on the RFS Price;
- (xiv) that Local Expert has and will retain the primary relationship with the Customer and reserves the right to deal with the Customer for any future requirements of that Customer irrespective of the relationship the PSP may have with the Customer on a single or on going transaction;
- (xv) the PSP will diligently follow up all potential leads by contacting the customer within 60 minutes of receiving the enquiry by phone and within the app;
- (xvi) the PSP will uphold in good standing the Local Expert brand at all times and agrees to be subject to quarterly brand assessments by Local Expert; and

- (xvii) the PSP will not produce any social media pages that is branded with Local Expert branding whatsoever unless agreed or requested by Local Expert.
- (d) Each of the Customer and the PSP grants Local Expert a perpetual global license to use the information supplied through the Local Expert Platform for the purpose of providing any services to the Customer and or the PSP and for the purpose of promotions of the Local Expert Platform.
- (e) If Local Expert considers that the Customer and or the PSP breached any of their obligations under this Agreement, Local Expert reserves the right to immediately and without any notice to the Customer or the PSP;
  - (i) block the Customer and or the PSP from accessing the Local Expert Platform;
  - (ii) remove any content from the Local Expert Platform;
  - (iii) cancel and or suspend the Customer and or the PSP access to the Local Expert Platform;
  - (iv) commence proceeding against the Customer and or the PSP to recover any Losses Local Expert suffers as a result of the breach.
- (f) On acceptance by the Customer of the PSP quotation for the Services, the Customer must adhere to the process set out in clause 5.
- (g) Each of the Customer and the PSP agrees that;
  - (i) a binding and enforceable contract for the Services is entered between the Customer and the PSP when the Customer agrees to proceed with the PSP Agreement and accepts the RFS Price.
  - (ii) once the Customer enters into the PSP Agreement and accepts the RFS Price, neither the Customer nor the PSP may vary the agreement unilaterally.
- (h) Once the Customer enters into the PSP Agreement and accepts the RFS Price, any variations of the PSP Agreement with respect to the Services, must be in writing and agreed by both the Customer and the PSP.
- (i) On completion of the Services, each of the Customer and the PSP must issue a notice of completion to Local Expert. If the Customer has any warranty issues or the provision of the services is incomplete, the Customer may provide Local Expert a qualified notice of completion.

- (j) Local Expert will confirm with both the Customer and the PSP the completion of the Services. If there is no dispute in relation to the provision of the Services, Local Expert is authorised and will debit the Customer's selected payment method with the agreed RFS Price and remit the RFS Price to the PSP less any Fees;
- (k) The Customer irrevocably consents, warrants and represents that;
  - (i) the Customer has sufficient funds in the payment method to cover the RFS Price;
  - (ii) any funds that are designated towards payment to the PSP for Services are unencumbered in any way; and
  - (iii) Local Expert has the authority to deal with the funds it collects from the Customer on account of the RFS Price in accordance with the provisions of these terms and conditions and to pay the PSP for the Services.
- (l) The Customer acknowledges and agrees;
  - (i) that despite all due care and diligence exercised by Local Expert, there is a risk in acquiring services from the PSP;
  - (ii) that the Customer is solely responsible for making its own evaluations, decisions and assessments about choosing a PSP and the scope of the Services;
  - (iii) that the Customer accepts all risks associated with dealing with the PSP;
  - (iv) to release, indemnify and hold harmless Local Expert from any and all Losses, liability, injury, death, damage, or costs arising or in any way related to the Services and the Customer engagement with the PSP.
- (m) Local Expert may determine a minimum branding scheme that the PSP must implement in its business. The branding scheme may include, but not limited to;
  - (i) business communication where Local Expert brand is referred to or used;
  - (ii) marketing campaigns where Local Expert brand is referred to or used;
  - (iii) advertising where Local Expert brand is referred to or used;

- (iv) motor vehicle branding i.e. Local Expert specifically designed motor vehicle stickers (trucks, vans etc).
- (n) If Local Expert imposes a branding scheme as set out in clause 3(n), the PSP must implement that branding scheme at its cost. Failure to do so may result in Local Expert terminating the PSP participation with the Local Expert Platform.

#### **4. Responsibility of Local Expert**

- (a) Local Expert undertakes to provide to the Customer and the PSP the ability to register on the Local Expert Platform free of charge and enable the Customer to post a RFS free of charge.
- (b) Local Expert undertakes to check and confirm the information it receives from a PSP in relation to the PSP's qualifications and experience and to seek reference as part of the confirmation.
- (c) If the PSP requires a license to operate its business, Local Expert must confirm that the PSP holds the relevant license and that it is current;
- (d) Local Expert must require and ensure that each of the PSPs holds professional indemnity and or public and or product liability insurance that covers the provision of the Services to the Customer;
- (e) Local Expert must operate the Local Expert Platform and ensure that the Customer and the PSP can post the RFS and the PSP response respectively and are able to communicate with each other with regard to the Services.
- (f) Local Expert must not allow a person who is under 18 years of age to access or post RFS or reply to RFS.
- (g) Local Expert may, in its absolute discretion, suspend, restrict or exclude any person or business from the Local Expert Platform for any reason.
- (i) The Customer acknowledges that whilst Local Expert undertakes to confirm and assess the information, qualification and experience of PSPs, Local Expert is allowed to rely on the information provided by the PSP as credible information. Local Expert may, if it needs to, contact Government Agencies to verify information. Local Expert is not responsible and or liable and the Customer expressly releases Local Expert from any and all liability in relation to inaccurate or fraudulent information provided by a PSP which resulted in any Losses to the Customer.

- (j) Each of the Customer the PSP acknowledges and agrees that;
  - (i) the sole role and responsibility of Local Expert is to provide an operational Local Expert Platform and to manage the flow of funds as set out in clause 5;
  - (ii) Local Expert is not liable to the Customer in regard to any Losses arising out of the provision of the Services;
  - (iii) Local Expert is not the provider of the Services;
  - (iv) Local Expert is not liable to the Customer for any act or omission of the PSP in relation to the Services;
  - (v) Local Expert does not verify, vet or confirm the PSP Agreement as it is a proprietary document of the PSP;
  - (vi) Local Expert is not liable to the PSP if any payment method by a Customer fails and the PSP must pursue any legal action against the Customer under the PSP Agreement.
  - (vii) the Local Expert Platform is provided as is and Local Expert has no liability for Losses arising from any delay or inoperability of the Local Expert Platform;
  - (viii) to the extent that it is permitted under the Australian Consumer Law, Local Expert excludes all warranties in relation to the Local Expert Platform including warranties in relation to title, merchantability, fitness for a particular purpose and non-infringement of third-party rights;
  - (ix) to the extent that it is permitted under the Australian Consumer Law Local Expert excludes all liability for Losses arising out of the Customer and the PSP operating and engaging with each other using the Local Expert Platform;
  - (x) to the extent that it is permitted under the Australian Consumer Law, Local Expert excludes all warranties in relation to the services provided by the PSP to the Customer and the Customer and the PSP expressly release Local Expert from any liability arising out of the PSP Agreement;
  - (xi) to the extent that it is permitted under the Australian Consumer Law, if liability is imposed on Local Expert for Losses arising out of the operation of the Local Expert Platform, the maximum liability that can be imposed on Local Expert is to resupply the services provided by the Local Expert Platform or pay someone else;

- (xii) Local Expert is not liable to the PSP in regard to any Losses arising out of the provision of the Services or the engagement by the PSP of employees or contractors to deliver the Services.
- (k) Local Expert may use cookies in the operation of the Local Expert Platform and or activate location based or map-based services. Each of the Customer and the PSP expressly and irrevocably agree to Local Expert using cookies and or map based or location services on the Local Expert Platform.

## 5. Fees and Charges, RFS Price & Refunds

- (a) The Customer may receive one or more quotations and tenders from PSP interested to provide the Services to the Customer under the RFS. When the Customer accepts one of the responding PSPs, the Customer will be asked to secure the obligation of the PSP through the Local Expert Platform. The PSP may require a deposit or part payment from the Customer to secure the RFS Price and the provision of the Services. All payments from the Customer to the PSP including any deposit or part payment must be made through Local Expert.
- (b) If the Customer pays for the services by using a credit card, Local Expert is authorised and may reserve the RFS Price on the given credit card and the Customer must;
  - (i) ensure that sufficient funds are held in credit to meet the RFS Price;
  - (ii) not cancel the credit card or vary the credit limit on the card to jeopardise the payment method for the RFS Price;
  - (iii) once the customer approves the work of the PSP, the Customer must not challenge the payment on the credit card or reverse charge the payment. The Customer acknowledges that Local Expert may rely on this undertaking and the Customer approval of the PSP work as irrevocable authority to debit the credit card and use it as proof of payment and authority before any financial institution or credit card platform.
- (c) If the Customer applied for finance through Snaffle then on approval of the work by the PSP, Local Expert is irrevocably authorised to debit the Snaffle Wallet with the RFS Price.
- (d) On completion of the Services, if Local Expert receives confirmation from both the Customer and the PSP that the Services have been provided

and there are no outstanding issues with regard to the Services, Local Expert is irrevocably authorised to invoice and debit the full RFS Price from the Customer's elected payment method. This Agreement may be used and admitted, in any recovery proceeding against the Customer, as evidence of the agreement between the Customer and the PSP.

- (e) If Local Expert receives notification that the Services have been provided but they are incomplete or there is a dispute in relation to quality, Local Expert will not invoice the Customer unless and until the outstanding issues pursuant to the Services have been resolved in accordance with this Agreement.
- (f) Each of the Customer and the PSP irrevocably agrees that once a Service has been completed, Local Expert shall be entitled to deduct from the RFS Price, any Fees owed to Local Expert for the provisions of the Local Expert Platform.
- (g) Fees:
  - (i) are deducted with the RFP Price before payment to the PSP; and
  - (ii) may vary depending on the level of subscription the PSP has with the Local Expert Platform as agreed between the PSP and the Local Expert Platform from time to time.
- (h) If the Customer amends the RFS and accordingly, the PSP amends the RFS Price, the Customer and or the PSP must provide Local Expert with notice of the amendments and the revised RFS Price.
- (i) If the Customer amends the RFS and the Customer and the PSP agree to amend the PSP Agreement (and the RFS Price) but fail to inform Local Expert then Local Expert is released from any and all obligations and liabilities in relation to any difference of payment between the RFS Price and the revised price as negotiated between the Customer and the PSP.
- (j) The RFS Price may not include any fees or charges of third-party service providers and both the Customer and the PSP must ensure that the RFS Price is accurate and complete in relation to the total cost of the Services. Local Expert is not responsible and is released from any obligation or liability in relation to Losses incurred as a result of the inaccuracy or misdescription of the RFS and or the RFS Price.
- (k) If, following completion of the Services, the Customer fails to pay the PSP, the Customer is in fundamental breach of this Agreement. The PSP is entitled to commence recovery proceedings against the Customer for the recovery of the RFP Price and any legal cost associated with

enforcement as well as Losses. The PSP may engage Local Expert to act on its behalf in any recovery proceeding against the Customer and Local Expert may accept such engagement in its discretion. The terms of such engagement shall be as agreed between the PSP and Local Expert at the time. The Customer will be informed of such engagement as relevant.

- (l) If the Customer is entitled to receive a refund from the PSP for any of the following reasons;
  - (i) the Customer cancels the Services in compliance with these terms and conditions but after the Customer has paid a deposit to the PSP towards the Services;
  - (ii) the Customer cancels the Services in compliance with these terms and conditions but after the Customer has paid a part payment towards the Services;
  - (iii) the PSP provided the Services and at completion, there is surplus of funds paid by the Customer;
  - (iv) there is an agreement between the PSP and the Customer for a refund for any reason;
  - (v) the Customer is entitled to a refund of payments paid to the PSP for any other reason,

The Customer shall issue a demand for the refund either directly to the PSP or through Local Expert. The refund can be processed directly from the PSP or through Local Expert.

- (m) If a refund is processed in accordance with clause 5(n);
  - (i) Local Expert will not charge a fee for processing a refund;
  - (ii) the PSP is solely responsible and liable for the payment of the refund in full taking account to the retained Fees by Local Expert; and
  - (ii) Local Expert is not obligated and shall not be liable to refund the Fees it was paid for the services it provided under Local Expert.

## 6. Cancellation of Services

- (a) Subject to clause 6(b), the Customer may cancel a RFS at any time, before an PSP Agreement is entered into or the PSP commenced

providing the Services, by withdrawing the RFS from the Local Expert Platform.

- (b) Once the Customer receives responses from PSPs and have accepted a Services proposal and RFS Price from an PSP or if the PSP have commenced providing the Services, the Customer may only cancel the RFS by withdrawing the RFS from the Local Expert Platform but the Customer is liable to pay Cancellation Fee to Local Expert and any outstanding amount to the PSP.
- (c) Local Expert may charge the Cancellation Fee at its discretion and may waive part or the whole of the Cancellation Fees at its absolute discretion.
- (d) Once the PSP Agreement and RFS Price has been agreed, the Customer cannot cancel the RFS unless and until;
  - (i) the PSP reports to Local Expert that there is no liability/amount owing to the PSP under the RFS; and
  - (ii) the payment of the Cancellation Fee.
- (e) If a refund is due to the Customer, the refund will be processed in the same way the payment was made.
- (f) If an amount was paid to the PSP for the Services and subsequently, there is an obligation to refund any funds to the Customer, Local Expert shall not be obligated to refund any monies to the Customer unless and until Local Expert receives those funds from the PSP as clear and readily available funds.
- (g) If:
  - (i) the Customer and the PSP mutually agree to cancel the RFS and Services;
  - (ii) Local Expert receives a complaint from the Customer that despite repeated attempts to contact the PSP, the PSP has not responded;
  - (iii) the PSP cancels the response to the RFS;
  - (iv) the SPS takes any action or omits to take any action which represents to the Customer that the PSP is not interested to proceed with the RFS and the Services,

Local Expert is irrevocably entitled to refund the Customer any funds paid on account of the RFS Price and such decision shall be final and binding on the parties.

- (h) If the Customer and the PSP agree, in the PSP Agreement, on any additional fees to be paid on cancellation of the RFS or PSP Agreement, such payments will be enforced between the Customer and the PSP independently to Local Expert.
- (i) Any refund of monies to the Customer may take up to 10 Business Days. Local Expert shall not be liable to the Customer if there is a delay in refund due to any banking system delay or incomplete information on the Customer's profile on the Local Expert Platform.
- (j) If the PSP Agreement is cancelled and the PSP commenced providing the Services then any cancellation of the PSP Agreement and a refund of monies paid under the PSP Agreement shall be subject to negotiation between the Customer and the PSP as to the work completed to date and the value of that work and be subject to the dispute resolution provisions in this Agreement.

## 7. Dispute Resolution

### 7.1 No arbitration or court proceedings

- (a) A party must not start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of, in relation to or in connection with this Agreement ('**Dispute**') unless it has complied with this clause 7.
- (b) Each party must use all reasonable efforts to resolve each Dispute.

### 7.2 Notification of Dispute

- (a) A Party claiming that a Dispute has arisen (the **Claimant**) must notify the other party. The notice (the **Dispute Notice**) must contain details of the Dispute, including:
  - (i) the nature of the Dispute;
  - (ii) how the Dispute arose;
  - (iii) the remedy it seeks;
  - (iv) the legal basis or bases upon which it contends that that remedy should apply (including any relevant clauses of this Agreement); and

- (v) where the Dispute involves Fee or RFS Price, the revised Fees or RFS Price which it proposes are payable.
- (b) The other party (the **Respondent**) must, within 7 Business Days of receipt of the Dispute Notice, notify the Claimant of its response to the Notice (**Response**). The Response must include details of the party's response, including:
  - (i) whether it agrees with the contentions and descriptions in the Dispute Notice and, where it does not, its alternative contentions;
  - (ii) the remedy it seeks;
  - (iii) the legal basis or bases upon which it contends that that remedy should apply (including any relevant clauses of this Agreement); and
  - (iv) where the Dispute involves Fee or RFS Price, the revised Fees or RFS Price which it proposes are payable.
- (c) Each party must co-operate with the other party and promptly provide all information and assistance reasonably required by the other party in formulating a Dispute Notice or a Response.

### 7.3 Escalation of Dispute

- (a) The parties must meet and use reasonable endeavours to resolve the Dispute within 10 Business Days after the receipt by the Claimant of the Response or a longer period agreed in writing by the Parties (the **Initial Period**).
- (b) If the parties fail to resolve the Dispute within the Initial Period, the parties may escalate the Dispute to Local Expert for consideration. The decision by Local Expert is not final and binding on the parties.
- (c) Local Expert must deliver its decision within 10 Business Days of the Dispute being referred to it.
- (d) If the parties fail to resolve the Dispute and Local Expert involvement did not advance the Dispute to a resolution, the Dispute will be submitted to mediation in accordance with, and subject to, The Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules. Unless the parties agree upon a mediator, either party may request a nomination from the National President of the Institute of Arbitrators and Mediators Australia, and the Parties agree to be bound by that nomination.

- (e) Both parties must co-operate to ensure that the meetings and mediation as required by this clause take place.

#### **7.4 Continuation of Services**

Notwithstanding that the parties may be in Dispute, each of the Customer and the PSP shall continue to comply with their respective obligations under this Agreement.

#### **7.5 Local Expert not to be joined in any dispute**

Each of the Customer and the PSP irrevocably agrees that Local Expert must not be joined or be involved, in any way, with any dispute or litigation between the Customer and the PSP in relation to the provision of the Services and agrees that Local Expert may use this provision as a bar against any prosecution against Local Expert with respect to the provision of the Services.

### **8. Warranty for Services and Insurance**

- (a) The PSP warrants and represents to the Customer that the Services it provides under the RFs and this Agreement are covered and governed by the implied warranties as stated in the Australian Consumer Law.
- (b) Local Expert will ensure that each PSP has in place a professional indemnity and or product liability insurance (as relevant) with respect to their services.
- (c) The Customer is encouraged to ask the PSP for a copy of the certificate of currency of the PSP's insurance.
- (d) If there is a claim against the PSP's insurance, the claim must be managed by the Customer against the PSP independent to Local Expert.
- (c) Local Expert will use its best endeavours to assist the parties, to the extent it can, with any claim by providing information to the Customer, the PSP or the insurer.
- (d) Each of the Customer and the PSP acknowledges that Local Expert is not the provider of the Services. No claim can be filed against Local Expert in regard to the provision of Services. Local Expert is released from any liability in relation to the Services provided by the PSP and each of the Customer and the PSP indemnify Local Expert against any Losses it suffers as a result of a Dispute or an insurance claim (or other claim for liability) by the Customer against the PSP or by the PSP against the Customer.

## 9. Termination Local Expert

- (a) Local Expert may terminate and or suspend the operation of the Local Expert Platform in its absolute discretion and for any reason. Termination of the operation of the Local Expert Platform does not impact or affect any obligations of Local Expert under these terms and conditions with regard to PSP Services Agreements, RFS Prices and monies held by Local Expert for existing or agreed Services and its commitment to provide services under these terms for existing transactions.
- (b) Should a PSP wish to terminate its participation with the Local Expert Platform, the PSP must provide notice in writing with at least 30 calendar days notice prior to its disengagement but at all times conditional upon;
  - (i) the PSP ensuring that any work obtained through the Local Expert Platform is completed prior to termination/disengagement or as agreed with the Customer in relation to part completion of the Services and or part payment and advised to Local Expert by both the PSP and corroborated by the Customer;
  - (ii) where the PSP is unable to complete the work for whatever reason, the PSP must advise Local Expert immediately of that fact and Local Expert is then entitled, in its absolute discretion, to allocate the work quoted by the PSP to another PSP and retain any funds held in respect of the RFS Price until the work is completed and signed off by the Customer;
  - (iii) on completion of the work and sign off by the Customer, Local Expert is entitled to allocate such proportion of the RFS Price held by Local Expert between the terminating PSP and the PSP who completed the task.
  - (iv) Local Expert does not warrant or represent that the terminating PSP will receive any portion of the RFS Price held by Local Expert;
  - (v) the terminating PSP acknowledges and agrees that completion of a partly completed Service by a new PSP may consume the entire RFS Price that is retained by Local Expert.
  - (vi) Once notice of the intended disengagement from the Local Expert Platform is provided by the PSP, the PSP will be excluded from receiving further referrals or accepting any RFS from the Local Expert Platform.
- (c) Should a PSP obtain an overall rating of 'poor' on 6 occasions within a 12 month period from surveys conducted by Local Expert with Customers of the PSP, the PSP's access to the Local Expert Platform will be

immediately suspended and a review will take place by Local Expert who will at its sole discretion determine if the PSP participation in the Local Expert Platform shall continue and on what conditions or be terminated forthwith.

- (d) Immediately after the PSP provided notice to Local Expert that it wishes to disengage the services of the Local Expert Platform or on termination by Local Expert, the PSP must within 7 calendar days of the notice:
  - (i) remove all branding and association with Local Expert or Local Expert Platform from any vehicle or equipment and provide evidence to the satisfaction of Local Expert; and
  - (ii) return all goods and equipment supplied by and owned by Local Expert.

## 10. Intellectual Property

- (a) Each of the Customer and the PSP acknowledges and agrees that Local Expert owns the Intellectual Property in the Local Expert Platform or is the sole and exclusive authorised user of the Intellectual Property in the Local Expert Platform.
- (b) For as long as Local Expert operates the Local Expert Platform, Local Expert grants the Customer and the PSP a personal, non-transferable license to access and use the Local Expert Platform in accordance with the terms of this Agreement.
- (c) For the purpose of this clause Intellectual Property means:

Intellectual Property means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names and inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable.

## 11. Finance

- (a) The Customer may apply to Walker Stores Pty Ltd trading as Snaffle®, to have part or the whole of the RFS Price funded through a funding arrangement.
- (b) The Customer acknowledges that the funding arrangement is a separate arrangement with Local Expert and is subject to credit criteria, assessment and terms and conditions as will be provided by Walker Stores Pty Ltd T/A Snaffle. If approved, the Customer will be issued with

- a Snaffle Wallet and a credit limit which the Customer can utilise to pay the RFS Price.
- (c) If the Customer is interested to fund the RFS Price through a credit facility provided by Walker Sores Pty Ltd T/A Snaffle, the Customer should;
- (i) complete a credit application and submit it to Local Expert or as directed by Local Expert;
  - (ii) provide proof of income to support the application;
  - (iii) provide proof of expenses (fixed, regular and discretionary) including a three months bank statement;
  - (iv) sign a privacy disclosure and consent form.
- (d) Local Expert does not warrant or provide any promises that any credit application by the Customer will be approved.

## 12. Notices

### 12.1 How to give a notice

A notice, consent or other communication under this Agreement is only effective if it is in writing, signed by or on behalf of the person giving it;

- (a) addressed to the person to whom it is to be given; and
- (b) either:
  - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
  - (ii) sent by email to that person's email address and the sender's computer does not receive an administrative failure to deliver message.

### 12.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) if it is delivered or sent by email:
  - (i) by 5.00 pm (local time in the place of receipt) on a Business Day – on that day unless a failure to deliver message is received by the sender; or,
  - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day; and
- (b) If it is sent by mail:
  - (i) within Australia – 6 Business Days after posting; or

- (ii) to or from a place outside Australia – 15 Business Days after posting.

### **12.3 Address for notices**

The Customer's address and email address is as provided when the Customer register to the Local Expert Platform and the address and email address for Local Expert is as set out on the Local Expert Platform.

## **13. Amendment**

### **13.1 Amendment**

This Agreement can be amended, supplemented, replaced or novated by Local Expert in its discretion from time to time. If an amendments is required or this Agreement is supplemented, replaced or novated, Local Expert will post notification on the Local Expert Platform of such action and if the Customer and the PSP use the Local Expert Platform after the notification, they will be deemed to have read and accept the amendments, replacement, supplement or novation.

## **14. Legal Relationship**

Nothing in this Agreement is intended to create any relationship between the parties of partnership, principal and agent (except as expressly stated) or employer employee and no party shall have the authority to bind Local Expert except as specifically provided under this Agreement. The PSP warrants and represents that it is an independent contractor to Local Expert and is solely responsible and liable for its business operation, employment of employees, engagement of agents and or sub-contractors, tools of trade, licensing and insurance costs and taxation (State and or Federal).

## **15. General**

### **15.1 Governing law**

- (a) This Agreement is governed by the law in force in Victoria.
- (b) Each Party submits to the exclusive jurisdiction of the courts exercising jurisdiction in Victoria, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

## 15.2 Giving effect to this Agreement

Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Agreement.

## 15.3 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

## 15.4 Operation of this Agreement

- (a) This Agreement and any schedule, addendum and appendix hereto, contains the entire agreement between the parties about the Local Expert Platform and the services provided by Local Expert and any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.
- (b) Any right that a person may have under this Agreement is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

## 15.5 Operation of indemnities

- (a) Each indemnity in this Agreement survives the expiry or termination of this Agreement.
- (b) A party may recover a payment under an indemnity in this Agreement before it makes the payment in respect of which the indemnity is given.

## 15.6 Consents

Where this Agreement contemplates that a party may agree or consent to something (however it is described), that party may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions,

unless this Agreement expressly contemplates otherwise, provided that consent will not be unreasonably withheld.

## 15.7 Exclusion of contrary legislation

Any legislation that adversely affects an obligation of a party, or the exercise by a party of a right or remedy, under or relating to this Agreement is excluded to the full extent permitted by law.

## 15.8 Execution of this Agreement

This Agreement does not need to be executed by the Customer or the PSP. Their registration and use of the Local Expert Platform is their consent to be bound by the terms of this Agreement.

## 15.9 Good faith

Each party must:

- (a) act in good faith and be just and faithful to, and co-operate with, the other party in relation to all matters concerning the provision of the Services and this Agreement;
- (b) do or cause to be done all acts necessary or desirable for the implementation of this; and
- (c) not unreasonably withhold or delay any action, approval, direction, determination or decision required under this Agreement.
- (d) For the avoidance of doubt, acting in good faith means:
  - (i) acting honestly;
  - (ii) co-operating in the performance of this Agreement; and
  - (iii) acting reasonably in the exercise of powers under, and the performance of obligations in relation to, this Agreement;

but does not include:

- (iv) placing the interests of another party ahead of one's own interests.

## **15.10 GST**

- (a) Subject to clause 15.10(b), where GST is imposed on any supply made under this Agreement by one party (the Supplying Party) to another party (the Receiving Party), the Receiving Party must pay, in addition to and at the same time as the GST Exclusive Consideration is payable or to be provided for the supply, an additional amount calculated by multiplying the value of that GST Exclusive Consideration (without deduction or set-off) by the prevailing GST rate.
- (b) The Receiving Party is not required to pay any amount of GST to the Supplying Party unless the Supplying Party has made demand for payment by way of a Tax Invoice.
- (c) If the amount of GST recovered by the Supplying Party from the Receiving Party differs from the amount of GST payable at law by the Supplying Party in respect of the supply, the amount payable by the Receiving Party to the Supplying Party will be adjusted accordingly.
- (d) If a claim or an indemnity is paid pursuant to this agreement, the Party paying the claim or indemnity must also pay the claimant the relevant GST, if any.
- (e) The Receiving Party's obligation to reimburse the Supplying Party for an amount paid or payable to a third party (e.g. an obligation to pay the Supplying Party's or another party's legal costs) includes GST on the amount paid or payable to the third party except to the extent that the Supplying Party is entitled to an input tax credit for that GST. Unless notified otherwise by the Supplying Party, the Receiving Party must assume that the Supplying Party is not entitled to any input tax credit for that GST.
- (f) Without limiting the generality of the foregoing, if the Supplying Party is not entitled to an input tax credit in respect of the amount of any GST charged to or recovered from the Supplying Party by any person, or payable by the Supplying Party, referable directly or indirectly to any supply made under or in connection with this Agreement, the Supplying Party shall be entitled to increase any amount or consideration payable by the Receiving Party on account of such input tax and recover from the Receiving Party the amount of any such increase.

Schedule 1 – Fee Schedule

Description	Level Application*	Value
Fees charged to PSP	Lite	15% of the total quoted RFS Price of the work net of GST.
	Standard	12.5% of the total quoted RFS Price of the work net of GST.
	Pro	10% of the total quoted RFS Price of the work net of GST.

\* The Level Application is determined based on the selection made through the Local Expert Platform by the PSP.