

WEBSITE TERMS AND CONDITIONS OF USE

1. Introduction

Welcome to Local Services Hub (ABN 12 345 678 901, ACN 687 298 693) ("we", "us", "our").

These Terms & Conditions ("Terms") govern your access to and use of www.localserviceshub.com.au (the "Website") and any services you request or arrange via the Website (the "Services").

By using the Website, submitting a service request, accepting a Quote, or making a payment for Services, you agree to be bound by these Terms. You warrant that you have read, understood, and agree to be bound by the Terms. If you do not agree, please stop using the Website immediately and do not request or accept any Services.

We may update these Terms at any time by posting revised Terms on the Website. Revised Terms take effect on posting and apply to all Users from that date. Please review them periodically. Your continued use of the Website or Services after any such changes constitutes your acceptance of the revised Terms.

2. Definitions

- **Client** (or "you", "your") means any person or entity who visits the Website, submits a Service Request, accepts a Quote, and engages a Service Provider through our platform.
- **Service Provider** means an independent contractor (e.g., cleaner, lawn-mower, physiotherapist, nurse) who is registered with us and performs Services for Clients.
- **Service Request** means the initial submission by a Client via the "Get A Quote" form detailing the services required.
- **Quote** means the price estimate we issue to you, inclusive of the Service Provider's fee, our platform fee, and any applicable booking fees, based on a Service Provider's proposed price.
- **Invoice** means the tax invoice we send after you accept a Quote, payable in full by bank transfer before Services commence.
- **Services** means the specific tasks or work to be performed by a Service Provider as detailed in an accepted Quote and arranged through our platform.
- **Platform** means the Local Services Hub website and associated systems that facilitate the connection between Clients and Service Providers for the arrangement of Services.

3. Nature of the Platform

- We operate a **curated marketplace and service arrangement platform only** where Clients can submit Service Requests and get connected to Service Providers. We facilitate the process of obtaining quotations from Service Providers and arranging the Services on your behalf.

- We do **not**:
 - Directly provide any of the Services ourselves – all Services are performed by independent Service Providers.
 - Employ, supervise, direct, or control any Service Provider in their performance of the Services. Service Providers are independent contractors.
 - Endorse, warrant, or make any representation as to the safety, legality, quality, or suitability of any Service Provider or the Services they provide beyond our initial vetting process.
 - Have control over, or assume responsibility for, the actions or omissions of Service Providers during the performance of the Services.

4. Quote & Payment Process

1. **Service Request Submission:** You initiate a service request by submitting the "Get A Quote" form on the Website, providing accurate and complete details of the required Services.
2. **Request Review & Forwarding:** Upon receiving your Service Request, and following our internal review to confirm it is a valid and actionable submission, we will, at our absolute discretion, forward your request to one or more suitable Service Providers from our network. We reserve the right to decline to forward any Service Request if we determine it to be incomplete, out of scope, invalid, or for any other reason we deem appropriate.
3. **Quotation Generation:** Service Provider(s) will send their proposed price for the Services to us. We will then add our applicable platform fees and booking fees to generate a comprehensive Quote, which we will issue to you.
4. **Quote Acceptance & Invoice:** If you accept the Quote, you must notify us of your acceptance. Upon acceptance, we will issue an Invoice for the full amount of the Quote.
5. **Pre-Service Payment Requirement: You must pay the Invoice in full by bank transfer before any Services commence.** No Service Provider will be dispatched or instructed to commence Services until full payment has been received by us.
6. **Payment Holding & Release:** We will hold your payment securely. The Service Provider's share of the payment will only be released to them upon your confirmation that the Service is complete and satisfactory, or in accordance with our dispute resolution process (Section 7).

5. Your Obligations

- **Accurate Information:** You must provide accurate, complete, and truthful information when submitting Service Requests and throughout your interactions with us and Service Providers. This includes details pertinent to the Service (e.g., specific requirements, access information, hazards). Any additional costs incurred due to inaccurate or incomplete information provided by you may be charged to you.
- **Timely Payment:** You must pay all Invoices in full by the due date specified on the Invoice and before the commencement of Services. Failure to do so may result in the cancellation of your Service Request or delay in the commencement of Services.

- **Security & Credentials:** You are responsible for maintaining the confidentiality and security of any contact details or credentials you use on the Website. You must notify us immediately of any unauthorized use or suspected breach of security.
- **Lawful Use:** You agree to use the Website and request Services only for lawful purposes and in compliance with all applicable local, state, national, and international laws and regulations.
- **Prohibited Conduct:** You must not:
 - Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
 - Misuse any information obtained from the Website or Service Providers.
 - Engage in any form of harassment, abuse, or discrimination towards our staff or Service Providers.
 - Attempt to circumvent the Platform by directly contacting or engaging Service Providers discovered through our Platform for services outside of the Platform.
 - Use automated means (bots, scripts, spiders) to access or interact with the Website or collect data.
 - Introduce viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
 - Attempt to gain unauthorized access to our Website, servers, or any database connected to our Website.
- **Access for Services:** You must ensure that Service Providers have safe and appropriate access to the premises or location where the Services are to be performed at the agreed-upon time. Failure to provide access may result in cancellation fees.
- **Safe Environment:** You are responsible for ensuring a safe working environment for the Service Provider at your premises. This includes disclosing any known hazards or risks.

6. Privacy & Data

We collect and use your personal information solely to provide, manage, and improve your experience with our Quotes and Services:

- **What we collect:**
 - Name, address, email, telephone number;
 - Service details (e.g., number of bedrooms, type of lawn, specific care requirements);
 - Payment transaction details (excluding full credit card numbers, which are processed by secure third-party payment gateways if applicable);
 - Communications between you and us, and between you and Service Providers via our platform (if applicable).
- **How we use it:**
 - To prepare and send you Quotes;
 - To arrange and facilitate Services with Service Providers;
 - To issue Invoices and process payments;
 - To communicate with you regarding your Service Requests and Services;
 - To improve our Website and Services;

- To comply with legal obligations and resolve disputes.
- **Sharing:**
 - We share your data only with the selected Service Provider(s) to the extent necessary to fulfil your Service Request and facilitate the performance of the Services.
 - We may share anonymised or aggregated data for analytical purposes.
 - We do not sell or rent your personal information to third parties for their marketing purposes.
 - We may disclose your information if required by law or in good faith belief that such action is necessary to comply with legal processes, respond to claims, or protect the rights, property, or safety of Local Services Hub, our Users, or the public.
- **Security & Retention:**
 - We store your data on secure servers with restricted access and implement reasonable technical and organizational measures to protect your personal information from unauthorized access, use, or disclosure.
 - We retain your information for as long as necessary to provide Services, comply with legal and regulatory requirements, and for legitimate business purposes.
- **Your rights:**
 - You may request access to or correction of your personal information by contacting us via the “Contact Us” page on the Website.
 - You may lodge a privacy complaint with us or with the Office of the Australian Information Commissioner (OAIC) if you believe your privacy rights have been breached.

7. Refunds & Service Disputes

7.1. Australian Consumer Law

Nothing in these Terms limits or excludes rights you may have under the Australian Consumer Law (“ACL”). If a consumer guarantee applies to the Services arranged through our Platform, and there is a major failure, you may be entitled to a refund or compensation. For a minor failure, our liability is limited to:

- Re-supplying the Service; or
- Refunding the amount you paid for the Service (or a portion thereof).

7.2. Platform Refund & Dispute Policy

Given our role in facilitating the introduction and payment between Client and Service Provider:

1. **Initial Contact with Service Provider:** In the event of any dissatisfaction with the Services, a request for a refund, or a dispute regarding the quality or completion of Services, you **must first attempt to resolve the issue directly with the Service**

Provider within 48 hours of the Service completion. You should clearly communicate your concerns to the Service Provider.

2. **Escalation to Local Services Hub:** If the issue remains unresolved after 14 days of your initial contact with the Service Provider, or if the Service Provider is unresponsive, you may then escalate the matter to us by emailing us via the “Contact Us” page on the Website with:
 - Your original Quote/Invoice details.
 - A detailed description of the issue, including photographic evidence where relevant.
 - A summary of your attempts to resolve the issue directly with the Service Provider.
 - The specific remedy you are seeking (e.g., partial refund, full refund, re-performance of service).
3. **Our Investigation & Discretion:** Upon receiving your escalation, we will investigate the matter in good faith. Our investigation may include:
 - Contacting both you and the Service Provider to gather information.
 - Reviewing any evidence provided.
 - Attempting to mediate a resolution between the parties. We may, at our absolute discretion, determine an appropriate resolution, which may include:
 - Instructing a refund (total or partial) to you, less our non-refundable platform fees and any booking fees.
 - Arranging for the Service Provider to re-perform or rectify the Services at no additional cost to you.
 - Removing the Service Provider from our platform if their conduct is found to be in breach of our Service Provider agreement or falls below acceptable standards.
 - Declining your refund request if we determine, in our sole discretion, that the Service was performed satisfactorily, or the issue falls outside our responsibility as a platform facilitator, or if you failed to meet your obligations.
4. **No Guarantee of Resolution:** While we will make reasonable efforts to assist in resolving disputes, we do not guarantee a specific outcome, nor do we guarantee that the Service Provider will agree to a resolution. Our role is facilitative, and we are not a party to the direct service agreement between you and the Service Provider.
5. **Release of Funds:** You acknowledge and agree that our holding of your payment and release of the Service Provider's share is conditional on your confirmation of satisfactory service or a resolution agreed upon by both parties, or as determined by us under this Section 7.2. If a dispute arises, we reserve the right to withhold payment to the Service Provider until the dispute is resolved to our satisfaction.

8. Disclaimers & Limitation of Liability

- **"As Is" Basis:** The Website and its content are provided “as is” and “as available” without any warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

- **No Guarantee of Service:** We do not guarantee uninterrupted, error-free, secure, or virus-free operation of the Website, nor do we guarantee the availability of any specific Service Provider or the successful matching of a Service Request with a Service Provider.
- **No Liability for Service Providers:** To the maximum extent permitted by law, we are not responsible or liable for any act, omission, negligence, breach of contract, or misconduct of any Service Provider, including, but not limited to, their performance or non-performance of Services, any damage to property, personal injury, or loss arising from the Services provided by them. All claims for negligence, non-performance, damage, or disputes related to the actual performance of the Services must be pursued directly against the Service Provider.
- **Limitation of Our Liability:** To the maximum extent permitted by law, our total aggregate liability to you under these Terms for any claim whatsoever, whether in contract, tort (including negligence), statute, or otherwise, will not exceed the total fees (excluding the Service Provider's share of the payment) you have paid to us in the six (6) months prior to the event giving rise to the claim.
- **Exclusion of Indirect Damages:** We exclude all indirect, incidental, consequential, punitive, or special damages, including, but not limited to, loss of profits, goodwill, business interruption, loss of data, or any other economic loss, even if we have been advised of the possibility of such damages.
- **No Warranty of Suitability:** We do not warrant that Service Providers are insured, licensed, or have the specific qualifications you may require, beyond our initial vetting process. It is your responsibility to satisfy yourself as to the Service Provider's suitability for your specific needs.

9. Indemnity

You agree to indemnify, defend, and hold us (and our officers, directors, employees, contractors, and agents) harmless from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees on a full indemnity basis) arising from or in connection with:

- Your breach of these Terms;
- Your negligent, unlawful, fraudulent, or wilful misconduct use of the Website or Services;
- Any injury, loss, or damage (including property damage or personal injury) caused by you or your agents to any Service Provider during the performance of Services;
- Any claim by a Service Provider or third party related to Services you requested or arranged through our Platform, except where such claim arises directly from our gross negligence or wilful misconduct;
- Your violation of any applicable laws or regulations.

10. Intellectual Property

All content on the Website (including, but not limited to, text, graphics, logos, icons, images, audio clips, video clips, data compilations, and software) is owned or licensed by us and is

protected by Australian and international copyright, trademark, and other intellectual property laws. You may view and print pages from the Website for your personal, non-commercial use only. No other rights in the intellectual property are granted to you. Any unauthorized use, reproduction, modification, distribution, transmission, republication, display, or performance of the content is strictly prohibited.

11. Dispute Resolution & Governing Law

- **Governing Law:** These Terms are governed by and construed in accordance with the laws of New South Wales, Australia.
- **Initial Notification:** Any dispute, controversy, or claim arising out of or relating to these Terms or the Services must first be notified in writing to the other party, detailing the nature of the dispute.
- **Mediation:** If the dispute is not resolved through good faith negotiations within twenty-eight (28) days of the initial written notification, either party may refer the dispute to mediation under the Australian Centre for International Commercial Arbitration (ACICA) Mediation Rules. The mediation will take place in Sydney, New South Wales. The costs of mediation will be borne equally by the parties unless otherwise agreed.
- **Jurisdiction:** Subject to the mandatory consumer guarantees under the ACL and the mediation requirement, the parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia, and any courts which have jurisdiction to hear appeals from those courts.

12. General

- **Severance:** If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be severed from these Terms, and the remaining provisions will continue in full force and effect.
- **No Waiver:** Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.
- **Variation:** We reserve the right to amend these Terms at any time by posting updated versions on the Website. Your continued use of the Website or Services after any such changes constitutes your acceptance of the revised Terms.
- **Independent Contractors:** You acknowledge and agree that Service Providers are independent contractors and are not employees, partners, agents, or joint venturers of Local Services Hub. We are not responsible for their employment terms, taxes, superannuation, or any other obligations of an employer.
- **Entire Agreement:** These Terms constitute the entire agreement between you and Local Services Hub regarding your use of the Website and Services, superseding any prior agreements, discussions, or understandings.

If you have questions about these Terms, please contact us via the “Contact Us” page on our Website.