

TERMS AND CONDITIONS FOR CUSTOMERS

1. INTRODUCTION

1. These terms and conditions ("**Terms and Conditions**") contain information about Local connect (defined below as "**LOCALCONNECT**" and also referred to hereinafter as "**we**", "**us**", "**our**" or "**ours**", as the context requires) and form the legal agreement between you and us for the use of the Customer Website/App. Please read this document carefully and review it regularly as we may update and amend these Terms and Conditions from time to time without prior notice.

2. HOW THE SERVICE WORKS

1. LOCALCONNECT provides mobile applications and website technology that connects customers ("**you**" or "**Customer**") who require home services to be performed, with service providers who are willing to perform those Jobs ("**Service Providers**").
2. You connect with Service Providers by booking Jobs on the Customer Website/App which are then assigned to Service Providers who operate in your geographical area and whose services match your requirements via the Service Provider App.
3. Once a Job has been completed, LOCALCONNECT collects payment from you and pays the Service Provider. LOCALCONNECT takes a service fee (which is deducted from such payment) for: (i) introducing the parties; (ii) vetting and maintaining a network of reputable and competent Service Providers; and (iii) maintaining and developing the marketplace technology/platform. This service fee is taken at the same time payment is made to a Service Provider.
4. LOCALCONNECT is not an employer of Service Providers or contracting agency and operates purely as a facilitator of the service transaction between you and the Service Provider by operating the Customer Website/App and the Service Provider App.
5. No contract exists between LOCALCONNECT and you for the fulfilment of the Jobs and LOCALCONNECT has no control over the conduct of Service Providers nor the satisfactory completion of a Job, which is solely determined between the parties.
6. You acknowledge that when you book a Job on the Customer Website/App you will be entering into a direct contract with the Service Provider. The terms of the contract entered into are set out below. However, the Customer and Service Provider are free to alter or modify such terms as they wish by mutual, express agreement. LOCALCONNECT is not a party to agreements entered into between you and the Service Providers.
7. It is a condition of use of the Customer Website/App that you acknowledge you have complete control over your own conduct and LOCALCONNECT disclaims all liability in this regard.

3. USE OF THE CUSTOMER WEBSITE/ APP

1. A core purpose of the Customer Website/App is to enable you to book Jobs and to connect you with suitably qualified Service Providers to carry out those Jobs. The Customer Website/App is not for use by anyone who does not intend to browse through Services and book a Job. You therefore agree that you will not in any circumstance use the Customer Website/App for any purpose other than book a Job or browse through Services in good faith for the purpose of booking a Job then or at some point in the future.
2. We make no warranty that any part of the Customer Website/App will operate uninterrupted or error free and we accept no liability for loss or damage caused from any interruption or error in any part of the Customer Website/App.
3. As a Customer using the Customer Website/App you:
 - a. must be 18 years old or older; and
 - b. must agree:
 1. to register and create an Account and utilise our Customer Website/App for your personal or business use only;
 2. not to authorise others to use your Account and you may not assign or transfer your Account to any other person or entity;
 3. to register only one Account per person; and
 4. To be responsible for keeping any registration details
*confidential (including your password).
4. The Customer Website/App is intended to be used in the India only and as a Customer you may only book Jobs that are to be completed within the India.
5. We reserve the right to:
 - a. refuse to provide access to the Customer Website/App to any individual, business or other entity at any time without explanation, consequence or liability; and
 - b. Remove a service from the Customer Website/App with no obligation to give advance notice, and LOCALCONNECT shall not be liable for losses, costs or expenses arising from any such refusal or removal.
6. You assume all risk when using the Customer Website/App, including, but not limited to, any risks associated with interacting with other people. You acknowledge that LOCALCONNECT is not able to guarantee the accuracy of information provided to you by other people and that you should confirm such information to your own satisfaction before you engage with them.

7. Whilst LOCALCONNECT takes reasonable care in screening Service Providers, you are solely responsible for taking appropriate safety precautions in connection with your use of the Customer Website/App and the engagement of a Service Provider. You agree not to use the Customer Website/App in any unlawful manner and in particular you shall not:
 - a. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (including rights of privacy and publicity) of others;
 - b. publish, book, upload, distribute or disseminate (“Post”) any inappropriate, defamatory, abusive, infringing, obscene, discriminatory or otherwise unlawful material;
 - c. post any material that infringes any patent, trademark, copyright, trade secret or other proprietary right of any person;
 - d. cause the Customer Website/App or any part of it to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Customer Website/App is in any way impaired; or
 - e. Restrict or inhibit any other user from using and enjoying the Customer Website/App.
8. Whilst we take steps to prevent misuse of our systems, we cannot warrant that the Customer Website/App will be free of viruses or other malicious code or content and accept no liability for loss or damage caused from the transmission of such content or code.

4. SETTING UP AN ACCOUNT AND REGISTERING FOR THE WEBSITE AND/OR APP

1. In order to book a Job you must be registered as Customer through the Customer Website/App which is available for free download from Android Play Store, accessible via the LOCALCONNECT website.
2. When completing the registration process you will be required to provide details including but not limited to your full name, email address and telephone number.
3. You warrant that the information you provide during the registration process and when using the Customer Website/App is true, that it relates to you and is entirely accurate.
4. You are responsible, and assume liability, for all information that you upload. Details of how LOCALCONNECT may use any information and content are provided in the [Privacy Policy](#). LOCALCONNECT reserves the right, but is not under any obligation, to monitor information that is submitted to the Customer Website/App and Service Provider App and to remove such information or material that in our sole opinion violates any applicable law, either the letter or spirit of these Terms and Conditions, or upon the request of a third party.

5. BOOKING JOBS

1. You can use our Customer Website/App to book a Job. Service rates will be calculated either per hour or per Job or after inspection of job as specified in the Job booking process. Each Job has a minimum price and it is your responsibility to check this price before booking.
2. When booking a Job you will ensure that you give full and complete information regarding the work to be undertaken together with details of the history of items to be dealt with by the Service Provider (including details of breakdowns and faults) and relevant information about the Premises.
3. Service Providers are for the most part expected to supply and use their own tools and equipment. Customers however are expected to supply the Service Providers offering a cleaning service with a mop and vacuum cleaner and other reasonable arrangements can be made for other trades.
4. At the time you book a Job on the Customer Website/App we will pre-authorise, on the payment method added to the Account, payment of either:
 - a. the minimum time period quoted for such Job; or
 - b. The fixed Job price.
5. LOCALCONNECT reserves the right not to accept certain payment methods.

6. CARRYING OUT JOBS

1. LOCALCONNECT will make suitable Service Providers in your geographical area aware of the Job you booked together with details of your requested date and time for it to be carried out. Your contact details and full address will be kept confidential until a Service Provider accepts your Job.
2. A Service Provider may accept or reject the Job and we do not guarantee that you will receive a response to a booked Job. We will notify you if there are no suitable Service Providers operating in your area who are able to carry out your Job. At the point a Service Provider accepts the Job your information (including name and details of the Premises) will be provided to them.
3. For:
 - a. TODAY'S jobs we provide an estimate of the arrival time by text, notification via the Customer Website/App or email which is indicative and may vary; and
 - b. FUTURE jobs you request a booking time or booking window that works for you. LOCALCONNECT and the Service Provider each reserve the right to offer alternative dates and time slots if the Service Provider is unable to comply with the original requirements of your Job.

4. LOCALCONNECT shall have no liability in the event that a Service Provider who accepted the Job is unable or unwilling to fulfil the Job at the requested time.
5. In the event that:
 - a. You do not give full and complete information at the time of booking a Job or the Service Provider is reasonably unable to assess the Job requirements remotely, then the Service Provider may, on arrival at the Premises, deem that Additional Work is required in order for the Job to be completed. In these circumstances the Customer and Service Provider shall agree the scope of, and fee for, such Additional Work before any work to perform the Job is commenced; or
 - b. A Service Provider incurs additional Costs and Expenses they will agree these with you in advance and you shall be liable to pay for such Costs and Expenses on the production of a valid receipt or submission of a request for payment via the LOCALCONNECT Customer website/App.
6. Additional Payments can be made via the Customer Website/App (which will incur a small fee payable by the Customer) or directly to the Service Provider and in any event must be authorised and paid before the Job is completed via the Service Provider App.
7. If, once the Service Provider arrives at your premises, you require Additional Services to be provided these must be requested via a new Job booking on the Customer Website/App.
8. You are advised to request sight of evidence of applicable trade accreditations, qualifications, registrations and proof of identification from the Service Provider prior to any work commencing at your Premises. Service Providers must agree to comply with any accreditation, registration, certification, qualification, experience or reasonable suitability evidence request submitted by you.
9. You agree to treat the Service Provider with respect whilst completing the Job and be polite and courteous in your dealings with them.
10. You agree to move all furniture and items to enable the Service Provider to have clear access to the Premises and for carrying out the Job.

7. CANCELLING JOBS

1. Notwithstanding any rights you may have to cancel any Jobs under the Consumer Contracts, you may cancel:
 - a. a FUTURE Job via the Customer Website/App not less than 24 hours prior to the date on which a Job is scheduled to be commenced; and
 - b. a TODAY Job via the Customer Website/App within 10 minutes of booking the Job, without charge.
2. However, you may not cancel any Jobs without being liable for a cancellation fee:

- a. where at your express request, it has begun to be provided; or
- b. where you have not complied with the cancellation provisions at clause above.

The amount payable in respect of the cancellation fee will depend upon the time of cancellation and the type of Job booked. For cancellation terms on each service email help@Localconnect.in, visit our general FAQs or read the FAQ section on each service.

3. If the Service Provider arrives at the Premises and is unable to contact you or gain access to the Premises they will message and attempt to contact you for 20 minutes, after which you will be charged either
 - a. the minimum number of hours for the Job; or
 - b. the fixed Job price (as applicable) and the Job will be cancelled.

8. REVIEWS

1. Customers and Service Providers are encouraged to offer reviews for each other each time a Job is completed. You agree to provide a prompt review that is true and fully reflects your experience with the Service Provider with whom you have engaged. LOCALCONNECT reserves the right to terminate the Account of any Customer who repeatedly receives poor reviews or posts inaccurate or unjust or defamatory reviews.
2. The reviews of Customers and Service Providers may be published on our Customer Website/App and the Service Provider App and may be viewed and considered by other Customers and Service Providers.

9. DISPUTES AND DISPUTE RESOLUTION

1. If you are not satisfied that a Service Provider has completed the Job to the performance and/or quality that you may reasonably expect, you may initiate a Dispute with the Service Provider. In order for LOCALCONNECT to intervene as a mediator, this must be done within 2 days of the Job having been completed (or purported to be completed) by the Service Provider.
2. Subject to clause below, LOCALCONNECT will not take part in a Dispute other than as a mediator.
3. In the event of a Dispute the Parties hereby agree to act at all times reasonably and in good faith, to negotiate a settlement and hereby recognise that the responsibility for reaching a mutually agreed settlement lies between them. You acknowledge LOCALCONNECT is entitled to provide your details to the Service Provider in order to find a resolution, and may provide you with the Service Provider's details. You agree to keep any information provided to you, about the Service Provider under the terms of this Agreement, confidential and only use it for the proper purpose.
4. If LOCALCONNECT has been notified of the Dispute within 2 days of the Job being completed, and only if the Parties cannot reach resolution between themselves (having

used all reasonable attempts to do so), the Dispute can be escalated to LOCALCONNECT by either party and we will offer a recommendation for settlement of the Dispute.

5. The Parties shall at all times comply with all reasonable requests from LOCALCONNECT for the supply of information to support LOCALCONNECT in proposing a resolution to the Dispute. The Parties are under no obligation to accept any recommendation from LOCALCONNECT, unless agreed in advance.

10. PAYMENT

Customers are obligated to pay for the Services and applicable government taxes, unless specifically notified otherwise in terms of discount or free service or promotional service. Customers can pay using Internet Banking and/or credit/debit cards ("Bank Account") through Localconnect's payment gateway partners or could just pay the Localconnect Service Provider in cash after the Service is completed. Customer can also pay at the end of a completed Service transaction. For all purchases and payments for reimbursement costs, fees or expenses associated with a Service, Localconnect.in or Service Provider will charge your Bank Account according to the amount agreed upon between you and Localconnect.in for the use of the Service. Localconnect.in and / or Service Provider retains the right, in its sole discretion, to place a hold on any payment for a completed Service transaction.

At Localconnect.in and Service Provider's discretion, refunds or credits may be granted in extenuating circumstances, as a result of specific refund guarantee promotions, or to correct any errors made by Localconnect.in.

While Localconnect.in will use commercially reasonable efforts to ensure the security of all banking and other personal information, we expressly disclaim any liability for any damage that may result should any information be released to any third parties, and you agree to hold Localconnect.in harmless for any damages that may result therefrom. Localconnect.in will use third party services to process banking information. For further information regarding that Services, please contact Localconnect.in to request information about Localconnect.in's internet banking and other cashless transaction providers.

You will be liable for all transaction taxes on the services provided under this Agreement (other than taxes based on Localconnect.in's income) as per applicable government norms.

11. PRIVATE ENGAGEMENT

1. You agree not to offer jobs (or accept offers) privately to Service Providers you have previously engaged with through LOCALCONNECT.
2. In the event you do request a Service Provider undertakes work (other than Additional Work) outside of the Customer Website/App, LOCALCONNECT:
 - a. reserves the right to terminate your access to the Customer Website/App; and
 - b. will not be able to mediate on any disputes in respect thereof, and
 - c. you will not benefit from the protection offered via these Terms and Conditions in respect thereof.

12. MISCONDUCT

If you engage with a Service Provider who you feel has acted in an inappropriate way towards you, including but not limited to offensive, violent or sexually inappropriate behaviour you should immediately make a report to the appropriate authorities and then to LOCALCONNECT at help@Localconnect.in quoting the name and location stated in the details of the Job. Your report may cause us to investigate such behaviour but we are not obligated to take action beyond that which is required by law, and we will not incur any additional liability or expense.

13. DATA PROTECTION

We process your data responsibly in line with the Applicable Data Protection Laws and our [Privacy Policy](#).

TERMS AND CONDITIONS FOR SERVICE PROVIDERS

1. INTRODUCTION

1. These terms and conditions ("**Terms and Conditions**") contain information about Localconnect (defined below as "**LOCALCONNECT**" and also referred to hereinafter as "**we**", "**us**", "**our**" or "**ours**", as the context requires) and form the legal agreement between you and us for the use of the Service Provider App. Please read this document carefully and review it regularly as we may update and amend these Terms and Conditions from time to time without prior notice.

2. HOW THE SERVICE WORKS

1. LOCALCONNECT provides mobile applications and website technology that connects customers ("Customers") who require home services to be performed, with Service Providers who are willing to perform those Jobs.
2. Customers connect with Service Providers by booking Jobs on the Customer Website/App and these Jobs are then assigned to Service Providers who operate in the Customer's geographical area and whose service offering matches the Customer's requirements via the Service Provider App.
3. Once you have completed a Job, LOCALCONNECT collects payment from the Customer and pays the balance to you. LOCALCONNECT takes a Service Fee for: (i) introducing the parties; (ii) vetting and maintaining a network of reputable and competent Service Providers; and (iii) maintaining and developing the marketplace technology/platform. This service fee is taken at the same time payment is made to you in respect of the completed Job. LOCALCONNECT does not allow cash transactions.
4. You are not an agent of LOCALCONNECT nor is LOCALCONNECT a contracting agency. LOCALCONNECT operates purely as a facilitator of the service transaction between the Service Provider and the Customer by operating the Customer Website/App and the Service Provider App.
5. No contract exists between you and LOCALCONNECT for the provision of Jobs. LOCALCONNECT has no control over the conduct of Customers nor the satisfactory completion of a Job which is solely determined between the parties.
6. You acknowledge that when you accept a Job you will be entering into a direct contract with the Customer. The terms of the contract entered into are set out below. However, the Service Provider and Customer are free to alter or modify such terms as they wish by mutual, express agreement. LOCALCONNECT is not a party to agreements entered into between you and the Customer.
7. It is a condition of use of Service Provider App that you acknowledge you have complete control over your own conduct and the outcome of the Jobs and LOCALCONNECT disclaims all liability in this regard.

3. DEFINITIONS

1. In this Agreement, the following terms shall have the following meanings prescribed to them:

“Confidential Information” means any LOCALCONNECT Information or other information concerning the business or affairs of LOCALCONNECT, its Customers (including, without limitation, any contact details of such Customer), LOCALCONNECT Clients, or any other clients or suppliers of LOCALCONNECT, and any personal data (as defined in the Applicable Data Protection Laws) of any such parties.

“Account” means your account with LOCALCONNECT which is created by registering and providing certain mandatory details during the registration process.

“Additional Payment” means payment due to the Service Provider in respect of Additional Works and/or Costs and Expenses.

“Additional Services” means other services separate from, and other than those required to complete, the Job.

“Additional Work” means work you deem necessary in order to perform the Job but which goes beyond the scope of the original Job booked on the Customer Website/App.

“Costs and Expenses” means costs and expenses incurred by you in acquiring materials, parts and/or supplies (but for the avoidance of doubt not tools) that are, in your opinion, necessary for the completion of the Job but which are not included in the fee stated in the Customer Website/App when booking the Job.

“Customer Website/App” means any website or mobile application or other interface which is:

- a. owned by LOCALCONNECT (including but not limited to www.Localconnect.com);
- b. operated on a white label basis by LOCALCONNECT; or
- c. powered or maintained by LOCALCONNECT,

(each as modified and/or updated by us from time to time) for the purpose of enabling Customers to book Jobs and connect with Service Providers.

“Dispute” means a disagreement between the Service Provider and the Customer that a Job has not been satisfactorily described or completed.

“FUTURE Job” means any Job booked that is scheduled for a future date.

“Insurance Policy” a suitable policy(ies) of insurance covering any or all liabilities which may be incurred by you, your mistri or subcontractors arising out of or in connection with a Job (including but not limited to your acts or omission or the act or omissions of your mistri or subcontractors). Such insurance to be maintained at such level as is stated when going through the registration process to be a Service Provider.

“Job” means the work requested by the Customer.

“TODAY Job” means a Job to be completed as soon as possible on the day it is booked by the Customer on the Customer Website/App.

“Parties” means collectively the Customer and the Service Provider.

“Premises” means the premises of a Customer where the Job is being carried out.

“Service Provider”/“you” means a party who is registered with LOCALCONNECT for the purpose of being notified of, accepting and completing Jobs that are booked by Customers and includes you, your mistri and subcontractors.

“Service Provider App” means any website or mobile application or other interface which is:

- d. owned by LOCALCONNECT;
- e. operated on a white label basis by LOCALCONNECT; or
- f. powered or maintained by LOCALCONNECT,

(each as modified and/or updated by us from time to time) for the purpose of enabling you to be notified of, and respond to, Jobs booked by Customers.

“Service Fee” means the money that is earned by LOCALCONNECT for introducing Customers and Service Providers and which is deducted from the fee payable by the Customer after a Job has been completed.

“Tax” means any and all statutory deductions due as a result of the financial transaction between a Service Provider and a Customer (including, for the avoidance of doubt, corporation tax and/or income tax depending on if you are a sole trader, self-employed Service Provider or a corporate Service Provider).

- 2. Defined terms will have the same meaning if they appear in the singular, plural, masculine or feminine or as the context requires.
- 3. Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms and Conditions.

4. USE OF THE SERVICE PROVIDER WEBSITE /APP

- 1. A core purpose of the Service Provider App is to enable suitably qualified Service Providers to carry out Jobs which have been booked by Customers on the Customer Website/App. The Service Provider App is not for use by anyone who does not intend to carry out a Job. You therefore agree that you will not, and you will procure that your mistri and subcontractors do not, in any circumstance use the Service Provider App for any purpose other than to accept and carry out Jobs in good faith.
- 2. We make no warranty that any part of Service Provider App will operate uninterrupted or error free and we accept no liability for loss or damage caused from any interruption or error in any part of the Service Provider App.
- 3. As a Service Provider using the Service Provider App you and your mistri and subcontractors:
 - a. must be 18 years old or older; and
 - b. you agree:
 - 1. to provide all vetting information as required by these terms and conditions;

2. to register and create an Account for yourself and each of your mistri and subcontractors who will be carrying out jobs and warrant that you have the consent of each mistri and subcontractor to provide their personal information;
3. not to authorise others to use your Account and you may not assign or transfer your Account to any other person or entity;
4. and
5. to be responsible for keeping any registration details confidential (including your password).

4. We reserve the right to:

- a. refuse to provide access to the Service Provider App to any individual, business or other entity at any time without explanation, consequence or liability; and
- b. remove a service from the Customer Website/App with no obligation to give advance notice, and LOCALCONNECT shall not be liable for losses, costs or expenses arising from any such refusal or removal.

5. You:

- a. are solely responsible for taking appropriate safety precautions in connection with your use of the Service Provider App in respect of yourself, your mistri and subcontractors;
- b. assume all risk when using the Service Provider App, including, but not limited to, any risks associated with interacting with other people;
- c. acknowledge that LOCALCONNECT is not able to guarantee the accuracy of information provided to you by other people and that you should confirm such information to your own satisfaction before you or your mistri or subcontractors (if any) engage with them.

6. You agree not to use the Service Provider App in any unlawful manner and in particular you shall not, and you shall procure that your mistri and/or subcontractors shall not:

- a. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (including rights of privacy and publicity) of others;
- b. publish, post, upload, distribute or disseminate ("Post") any inappropriate, defamatory, abusive, infringing, obscene, discriminatory or otherwise unlawful material;
- c. Post any material that infringes any patent, trademark, copyright, trade secret or other proprietary right of any person;

- d. cause the Service Provider App or any part of it to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Service Provider App is in any way impaired; or
 - e. restrict or inhibit any other user from using and enjoying Service Provider App.
7. Whilst we take steps to prevent misuse of our systems, we cannot warrant that the Service Provider App will be free of viruses or other malicious code or content and accept no liability for loss or damage caused from the transmission of such content or code.

5. SETTING UP AN ACCOUNT AND REGISTERING FOR THE WEBSITE

1. In order to be assigned and accept a Job that has been booked by a Customer you must be registered as a Service Provider. LOCALCONNECT takes reasonable steps in screening Service Providers to ensure that they are competent and qualified to undertake the Jobs they are notified of from time to time. As such, to complete the registration process you will be required to provide information including but not limited to:
- a. Name / Company Name;
 - b. Address;
 - c. Email;
 - d. Mobile phone number;
 - e. Photo ID;
 - f. ID Proof

for yourself and each mistri or subcontractor who will accept and/or carry out Jobs together with account details for a India's bank or building society in which we will pay you for the Jobs which have been completed.

2. You warrant that the information you provide to LOCALCONNECT during the registration process and when using the Service Provider App is true and entirely accurate and LOCALCONNECT reserves the right to suspend the account of any Service Provider who does not:
- a. provide such information; or
 - b. provides incomplete or out of date information.
3. You acknowledge and agree that you may not assign or subcontract any Job to an mistri or subcontractor unless you have, in advance of accepting the Job, provided their details to LOCALCONNECT via the Service Provider App.

4. You are responsible, and assume liability, for all information that you upload. Details of how LOCALCONNECT may use any information and content are provided in the Privacy Policy.
5. LOCALCONNECT reserves the right, but is not under any obligation, to monitor information that is submitted to the Service Provider App and to remove such information or material that in our sole opinion violates any applicable law, either the letter or spirit of these Terms and Conditions, or upon the request of a third party.

6. RESPONDING TO JOBS

1. We may notify you of Jobs from time to time, but we are not under any obligation to do so. Further, because Customers retain the right to change or withdraw their Job, we are unable to give any warranty as to the availability or suitability of a particular Job.
2. We cannot guarantee that you will receive any specific volume of notifications to carry out Jobs or that you will be able to accept any Jobs you get notified of as more than one Service Provider may be notified of the same Job.
3. Where TODAY Jobs have been booked by Customers in your designated geographical area and you have made yourself known to be available for work (by tapping the relevant button in the Service Provider App), you may be exclusively assigned to that Job. You must accept or reject the Job within 5 minutes or the Job may be assigned to another Service Provider. If you frequently reject TODAY Jobs or fail to accept TODAY Jobs within 5 minutes we reserve the right to suspend your Account.
4. You and your subcontractors and mistri who are registered with LOCALCONNECT must operate a smartphone with sufficient data connection to enable you to continuously receive notifications and for location services to be activated.
5. At the point the Job is accepted your details (or those of your relevant mistri or subcontractor) will be provided to the Customer and any third party placing a booking on their behalf.

7. CARRYING OUT JOBS

1. You must assess the work to be carried out prior to travelling to the premise and update the Customer as to the scope of the Job and work to be undertaken.
2. You warrant that in accepting a Job you will, and you will procure that your mistri and subcontractors will:
 - a. inform the Customer promptly of any delays;
 - b. complete the Job (and any Additional Work) as specified, to the standards and timescales agreed with the Customer and using due skill, care and diligence in accordance with the good industry practice, which as a minimum shall mean the standard of skill, care, knowledge, timeliness and foresight which would reasonably and ordinarily be

expected from an experienced person engaged in providing services which are the same as or similar to those required to complete the Job or Additional Work;

- c. supply and use your own tools and equipment;
 - d. update the Service Provider App on acceptance, start and completion of each of the Job;
 - e. provide the Customer with a minimum 30 day warranty in respect of all work undertaken in completing the Job and Additional Work; and
 - f. comply with all laws and regulations.
3. You agree only to assign or subcontract work in accordance with these Terms and Condition and to suitably competent, skilled and qualified people. You hereby agreed to ensure that they:
 - a. have valid Insurance Policies; and
 - b. will complete the Job and any Additional Work in accordance with these Terms & Conditions and to the same standard as if you had carried out the work
4. Customers have the right to request evidence of ID and you hereby agree to provide, and to procure that your mistri and subcontractors provide, Customers with such information as and when requested to do so.
5. In the event:
 - a. that a Customer does not give full and complete information when you are assessing the work prior to travelling or it is reasonably difficult to assess the work remotely, you, your mistri or subcontractors may, on arrival at the Premises, deem that Additional Work is required in order for the Job to be completed. In this situation you or your mistri or subcontractor (as applicable) shall agree with the Customer the scope of, and payment for, such Additional Work before the work to perform the Job is commenced; or
 - b. you incur Costs or Expenses, these must be agreed with the Customer in advance and the Customer shall be liable to pay for such Costs and Expenses on production of a valid receipt or a submission of a request for payment via the Customer Website/App.
6. It is your responsibility entirely to ensure the Customer pays such Additional Payments prior to completing the Job via the Service Provider App.
7. If a Customer requires Additional Services to be provided these should be requested via a new Job booking on the Customer Website/App.
8. LOCALCONNECT reserves the right:

- a. to, on 24 hours' notice, send a representative to accompany the Service Provider (or its mistri or subcontractors) when carrying out a Job in order to verify their competence, skills and conduct; and
- b. to terminate the Service Providers Account in the event that they, or their mistri or subcontractors, do not permit, or attempt to frustrate, the representatives attendance.

8. CANCELLING JOBS

1. If you, your mistri or subcontractor arrive at the Premises and are unable to contact the Customer or gain access to the Premises you will message and attempt to contact them for 20 minutes, after which you will be entitled to cancel the Job and the Customer will be charged cancellation fees as applicable.
2. You, your mistri and subcontractors will only reschedule or cancel the Job on a minimum of 24 hours' prior notice to the Customer. If you, your mistri or subcontractors cancel or reschedule with less than 24 hours prior notice, LOCALCONNECT may deduct from your payment any discounts offered to the Customer as compensation for the inconvenience.
3. If you, your mistri or subcontractors cancel or reschedule with less than 24 hours' notice on multiple occasions, we may terminate your LOCALCONNECT account and stop using you as a Service Provider.

9. REVIEWS

1. Customers and Service Providers are encouraged to offer reviews for each other each time a Job is completed. You agree to provide a prompt review that is true and fully reflects your experience with the Customer with whom you have engaged. LOCALCONNECT reserves the right to terminate the Accounts of any Service Provider who:
 - a. Repeatedly receives poor reviews; or
 - b. posts inaccurate or unjust or defamatory reviews; or
 - c. has an overall satisfaction rating below that required by LOCALCONNECT from time to time; or
 - d. repeatedly fails to successfully resolve disputes with Customers.

The reviews of Customers and Service Providers may be published on our Customer Website/App and Service Provider App and may be viewed and considered by other Customers and Service Providers.

10. DISPUTES AND DISPUTE RESOLUTION

1. If the Customer is not satisfied that you have completed the Job to the performance and/or quality the Customer may reasonably expect, the Customer may initiate a Dispute with you.

2. You may initiate a Dispute with the Customer if you are not satisfied the Customer has correctly described the Job or the Premises or any service connection to it. However, if you discover that the work to be performed does not meet the description of the Job you should not carry out such works unless
 - a. you are qualified to do so; and
 - b. the Additional Payment has been agreed in advance,
3. Subject to clause 10.5 below, LOCALCONNECT will not take part in a Dispute other than as a mediator.
4. In the event of a Dispute the Parties hereby agree to act at all times reasonably and in good faith, to negotiate a settlement and hereby recognise that the responsibility for reaching a mutually agreed settlement lies between them. You acknowledge that LOCALCONNECT is entitled to provide your details and the details of your insurer to the Customer in order to find a resolution and may provide you with Customers details. You agree to keep any information about a Customer provided to you under the terms of this Agreement confidential and only use it for its proper purpose.
5. If LOCALCONNECT has been notified of the Dispute within 2 days of the Job being completed, and only if the Parties cannot reach a resolution between themselves (having used all reasonable attempts to do so), the Dispute can be escalated to LOCALCONNECT by either party and we will offer a recommendation for settlement.
6. In the event that we contact you in respect of a dispute and receive no response within 48 hours we reserve the right to find in favour of the Customer and withhold any sum due to you in respect of the Job or Additional Works which are the subject of the dispute.
7. The Parties shall at all times comply with all reasonable requests from LOCALCONNECT for the supply of information to support LOCALCONNECT in proposing a resolution to the Dispute. The Parties are under no obligation to accept any recommendation from LOCALCONNECT, unless agreed in advance.
8. LOCALCONNECT reserves the right, at our sole discretion, to terminate the access of a Service Provider to the Service Provider App who it deems is entering into, or is the subject of, an excessive number of Disputes.

11. LOSS OR DAMAGE ARISING FROM A JOB

1. You agree that you will not, nor will your mistri or subcontractors, intentionally damage the Customer's Premises.
2. If:
 - a. the Customer suffers loss or damage to their Premises or its contents or to any service connected to it and attributes the loss or damage to you, your mistri or subcontractors in the first instance the Parties should try

to resolve who should be responsible for such loss or damage between themselves; or

- b. you, your mistri or subcontractors cause any damage to the Premises you will, in good faith, cover the cost of the damage and in the first instance will refer it to your insurer.
3. Subject to clause 11.4, in no event shall LOCALCONNECT be liable to either party for any direct, indirect, consequential, special or punitive loss arising out of the engagement by a Customer of a Service Provider carry out a Job and to the extent that we may be liable under these Terms and Conditions or at law, our maximum liability shall be limited to the Service Fee that we receive (or were expected to receive) for the Job to which the loss or damage relates.
4. Notwithstanding any other provision, nothing in these Terms and Conditions shall exclude or limit either your or our liability for death or personal injury caused by your or our (as the case may be) negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.
5. If you are dissatisfied with the Service Provider App, or the terms of these Terms and Conditions, your sole remedy under these Terms and Conditions shall be to discontinue use of the Service Provider App.
6. Other than as set out above in this clause 11, and notwithstanding any other provision of these Terms and Conditions, we shall not be liable to you or to any third party acting on your behalf, whether in contract, tort, negligence, statutory duty, misrepresentation or otherwise, for any special, indirect or consequential loss, cost, expense, fine or damage whatsoever arising from or in any way connected with these Terms and Conditions including but not limited to loss of business, loss of profits, business interruption, loss of business information, loss of data, or any other pecuniary loss (even where we have been advised of the possibility of such loss or damage). Without limiting the foregoing, we shall have no liability for any failure or delay resulting from any matter beyond our reasonable control.
7. Save as expressly set out herein, all conditions, warranties and obligations which may be implied or incorporated into these Terms and Conditions by statute, common law, or otherwise and any liabilities arising from them are hereby expressly excluded to the extent permitted by law.
8. Each of the provisions of this clause 11 shall be construed separately and independently of the others.

12. PAYMENTS

1. A Job is booked on the Customer Website/App at a pre-determined price, which may be per hour or per Job. The price includes LOCALCONNECT's Service Fee, which is a percentage of the price of the Job or a fixed amount and may vary from time to time at LOCALCONNECT's sole discretion. The price displayed in the Service Provider App is net

of the LOCALCONNECT Service Fee and inclusive of GST, parking charges, congestion charges and any other such fees payable by the Service Provider.

2. Each job has a minimum price which shall be charged in full regardless of the time spent by a Service Provider in doing the Job is less than this. For hourly Jobs, subsequent hours, in addition to the minimum price, the Customer will be charged and you will be paid on a per minute basis. LOCALCONNECT reserves the right to change prices at any time.
3. If the Job is an hourly Job and you agree with the Customer to carry out the Job over consecutive days, you should stop the Job at the end of each day and post a new Job the following day. Jobs should never run for more than 10 hours. For Jobs over 10 hours where we have been unable to collect payment successfully from the Customer, we reserve the right not to make the payment to the Service Provider.
4. Payment for Additional Payments can be made via the Customer Website/App (which will incur a small fee payable by the Customer) or directly to you but in any event must be authorised and paid before the Job is completed via the Service Provider App/Website.
5. In the event you are paid cash for Additional Works and/or Costs or Expenses:
 - a. we advise you to issue a receipt for all monies paid; and
 - b. such Additional Works and payment in respect thereof will not be covered by these Terms and Conditions.
6. LOCALCONNECT accepts no liability for any Additional Payments that are not authorised via the Customer Website/ App and it is the sole responsibility of the Service Provider to collect any payments to be made outside of these platforms or request for payments which have not been authorised by the Customer in their presence.
7. If you notice anything suspicious about the Customer which may lead you to believe that payment will be unsuccessful or fraudulent, you should stop the Job and inform LOCALCONNECT immediately via email or the in-App customer care function. For Jobs where we have been unable to collect payment successfully or payment has been fraudulent, and you have not complied with the above despite reasonable knowledge, we reserve the right not to make the payment to you.
8. Subject to clauses above, Service Providers shall be paid within 7 days of completion of the Job, direct into the nominated bank account.

13. INSURANCE

1. You will be required to obtain and maintain a suitable Insurance Policy for each Job you, your mistri or subcontractors perform. On taking out and on renewing each Insurance Policy, you shall on request from us, promptly send us a copy of the receipt for the premium, a copy of the Insurance Policy certificates and details of the insurance cover obtained.

2. Each Insurance Policy must be maintained with a reputable insurance company and you must comply with all of the requirements of such insurer and not undertake any act or omission which vitiates or prejudices (or which is reasonably likely to vitiate or prejudice) your rights under any Insurance Policy and/or to the monies payable under any Insurance Policy.

14. STATUS AND TAX

1. As a Service Provider, you acknowledge and agree that you are an independent sole-trader or corporate Service Provider and are not engaged as an mistri, contractor or agent of LOCALCONNECT and you remain solely responsible for:
 - a. your own Tax, GST and employment affairs (and that required to be paid for your mistri and subcontractors (where applicable)); and
 - b. the quality and outcome of the work and performance of the Jobs,

15. PRIVATE ENGAGEMENT

1. You agree not to, and you will procure that your mistri and subcontractors will not, accept or solicit any work from Customers you have previously worked for through LOCALCONNECT where such work is covered by, and able to be booked via, the Customer Website/App. You further agree that upon completion of the Jobs (or earlier termination by us of such Jobs in accordance with this Agreement), you shall not make any further contact with the relevant Customer unless expressly authorised by us in writing.
2. In the event you or any of your mistri or subcontractors do accept and undertake work from a Customer outside of the Service Provider App:
 - a. LOCALCONNECT reserves the right to terminate your access to the Service Provider App;
 - b. LOCALCONNECT will not be able to mediate on any disputes in respect thereof; and
 - c. you will not benefit from the protection offered via this Agreement in respect thereof.

16. MISCONDUCT

1. If you engage with another Customer or Service Provider who you feel has acted in an inappropriate way towards you, including but not limited to offensive, violent or sexually inappropriate behaviour you should immediately make a report to the appropriate authorities and then to LOCALCONNECT at help@Localconnect.in quoting the name and location stated in the details of the Job. Your report may cause us to investigate such behaviour but we are not obligated to take action beyond that which is required by law, and we will not incur any additional liability or expense.

17. DATA PROTECTION

1. We process your data responsibly in line with the Applicable Data Protection Laws and our [Privacy Policy](#).

18. CONFIDENTIALITY

1. You shall, and you shall procure that your mistri and subcontractors shall, treat any and all Confidential Information received or accessed by you as strictly confidential and not, at any time, share or otherwise disclose to any person any such Confidential Information (except as permitted by clause 18.2). You acknowledge and agree that you are:
 - a. only recipients of any such Confidential Information and are only allowed to access such Confidential Information solely for the purposes set forth in clause below; and
 - b. not permitted to do anything to any personal data contained in such Confidential Information which constitutes processing of personal data (as defined in the Applicable Data Protection Laws).
2. You agree that you shall, and you shall procure that your mistri and subcontractors shall:
 - a. at all times only use such Confidential Information for the purposes of (a) performing your obligations hereunder, and (b) in respect of any Confidential Information relating to Customers and/or Premises, contacting the Customer in relation to the particular Jobs for which you were provided with such information, and for no other purpose whatsoever;
 - b. not download from or otherwise transfer any Confidential Information outside of the Service Provider App; and
 - c. not make any further use of any Confidential Information or make any contact with the Customer beyond the time of completion of the applicable Jobs (or earlier termination by us) unless expressly authorised by us in writing.
3. You may only disclose Confidential Information:
 - a. to your mistri and/or your subcontractors who need to know such information for the purposes of exercising your rights or carrying out your obligations under or in connection with this Agreement and who you will be responsible for ensuring that such persons do not disclose such Confidential Information or use it for a purpose not connected with the performance of your obligations under this Agreement; or
 - b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

4. You acknowledge and agree that LOCALCONNECT may provide your details (and the details of your mistri and subcontractors), including details of your experience, to Customers, any party dealing with the Jobs on behalf of a Customer and LOCALCONNECT Clients and/or LOCALCONNECT's insurance provider as further set out in the Privacy Policy.
5. You warrant that you will comply at all times with your obligations under the Applicable Data Protection Laws and this clause 18 in respect of your access to, receipt of and/or use of any Confidential Information in connection with this Agreement. You shall indemnify and hold us harmless from and against any and all claims, demands, liabilities, damages, costs and expenses incurred by us arising from or in connection with your breach of this clause 18 and/or Applicable Data Protection Laws or any breach of the same by any third party acting on your behalf.

19. GENERAL CONDITIONS

1. We reserve the right at all times to terminate or suspend or restrict your, your mistri or subcontractors access to the Service Provider App without notice for any reason whatsoever.
2. We may vary the terms of this Agreement from time to time and shall post such alterations on any updated terms provide through the Service Provider App. Your continued use of the Service Provider App after the date such changes have been posted will constitute acceptance of the amended Agreement.
3. If any term or condition of these Terms and Conditions is held to be illegal or unenforceable such provisions shall be severed and the remainder of these Terms and Conditions shall remain in full force and effect unless the business purpose of these Terms and Conditions is substantially frustrated, in which case it shall terminate without giving rise to further liability.
4. You may not assign, transfer or sub-contract any of your rights hereunder without our prior written consent. We may assign, transfer or sub-contract all or any of our rights at any time without consent.
5. No waiver shall be effective unless in writing, and no waiver shall constitute a continuing waiver so as to prevent us from acting upon any continuing or subsequent breach or default.
6. These Terms and Conditions:
 - a. constitute the entire agreement as to its subject matter between us and you; and
 - b. Supersede and extinguishes all previous communications, representations (other than fraudulent misrepresentations) and arrangements, whether written or oral.

7. You acknowledge that you have placed no reliance on any representation made but not set out expressly in these Terms and Conditions.
8. Any notice to be given under these Terms and Conditions may be given via email, regular mail, or by hand to the address provided through registration or via the Service Provider App.
9. Nothing herein shall create or be deemed to create any joint venture, principal-agent or partnership relationship between the parties and neither party shall hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other.

TERMS AND CONDITIONS BETWEEN THE CUSTOMER AND SERVICE PROVIDER

1. INTRODUCTION

1. These terms and conditions (“**Terms**”) form a binding legal agreement between the Customer and Service Provider for the completion of Jobs and shall, subject to clause 1.3 below, prevail over any other agreement, documentation or communication whatsoever between the parties.
2. The Parties note and acknowledge that:
 1. LOCALCONNECT is not an employer or contracting agency of the Service Provider and operates purely as a facilitator of the service transaction between the Customer and the Service Provider (by operating the Customer Website/App and the Service Provider App); and
 2. When a Customer books a Job on the Customer Website/App and it is accepted by a Service Provider the parties are entering into a direct contract with each other and that LOCALCONNECT is not a party these Terms or any agreement entered into between a Customer and Service Provider.
3. The Customer and Service Provider are free to alter or modify the Terms as they wish by mutual, express agreement in writing or otherwise.
4. The Customer acknowledges that other than variations to these Terms in accordance with clause 1.3 above it has not relied on any statement, promise or representation made or given by or on behalf of the Service Provider which is not set out in these Terms.
5. Except as expressly stated in these Terms or those statutory warranties which apply to Consumers, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Job, Additional Work and materials to be provided by the Service Provider.

2. DEFINITIONS

1. In these Terms, the following terms shall have the following meanings prescribed to them:

Additional Payment means payment due to the Service Provider in respect of Additional Works and/or Costs and Expenses.

Additional Services means other services separate from, and other than those required to complete, the Job.

Additional Work means work the Service Provider deems necessary in order to perform the Job, but which goes beyond the scope of the original Job booked on the Customer Website/App.

Costs and Expenses means costs and expenses incurred by the Service Provider in

acquiring materials, parts and/or supplies (but for the avoidance of doubt not tools) that are, in the opinion of the Service Provider, necessary for completion of the Job and which are not included in the scope of such a Job.

Customer means the party who requires home services to be performed and has booked a Job via the Customer Website/App.

Customer Website/App means any website or mobile application or other interface which is:

- a. owned by LOCALCONNECT (including but not limited to www.Localconnect.com);
- b. operated on a white label basis by LOCALCONNECT; or
- c. powered or maintained by LOCALCONNECT,

(each as modified and/or updated by LOCALCONNECT from time to time) for the purpose of enabling Customers to book Jobs and connect with Service Providers.

Job means work requested by the Customer via the Customer Website/App and agreed to be carried out by the Service Provider and which is the subject of these Terms.

Fee means the amount payable for the Job by the Customer, as set out on the Customer Website/App less any discounts or offers applied at the time of booking the Job.

Insurance Policy a suitable policy(ies) of insurance covering any or all liabilities which may be incurred by the Service Provider, its mistri or subcontractors arising out of or in connection with a Job (including but not limited to its acts or omission or the act or omissions of its mistri or subcontractors).

Parties means the Service Provider and the Customer and “Party” shall refer to either of them, as the context requires.

Premises means the premises of the Customer where the Job is to be carried out.

Service Provider means the person, company, party who is engaged through the Service Provider App to carry out the Job, whether on their own, through an mistri or through a third party contractor.

Service Provider App means any website or mobile application or other interface which is:

- a. owned by LOCALCONNECT;
- b. operated on a white label basis by LOCALCONNECT; or
- c. powered or maintained by LOCALCONNECT,

(each as modified and/or updated by LOCALCONNECT from time to time) for the purpose of enabling Service Providers to be notified of, and accept, Jobs booked by Customers.

2. BOOKING A JOB

1. The Customer shall use the Customer Website/App to book a Job it wishes to be carried out and at such time shall provide details of the requested date and time for such Job to be completed.
2. Service Providers may accept and agree to carry out Jobs they are notified of via the Service Provider App.
3. Once a Job has been accepted by a Service Provider, the Service Provider will in most cases comply with the date and time requested by the Customer but in exceptional circumstances reserves the right to offer an alternative date or time if they are unable to comply with the original requirements set out by the Customer.
4. The Customer is not obliged to accept the new date and time proposed by the Service Provider, and if it does not find it convenient, the Customer can contact LOCALCONNECT to request a reallocation to a different Service Provider.

3. CARRYING OUT A JOB

1. The Service Provider hereby confirms to the Customer that it shall, and shall procure that its mistri and subcontractors shall:
 - a. inform the Customer promptly of any delays;
 - b. complete the Job (and any Additional Work) as specified, to the standards and timescales agreed with the Customer and using due skill, care and diligence in accordance with the good industry practice, which as a minimum shall mean the standard of skill, care, knowledge, timeliness and foresight which would reasonably and ordinarily be expected from an experienced person engaged in providing services which are the same as or similar to those required to complete the Job or Additional Work;
 - c. use quality materials, standards and techniques and ensure that all materials supplied and used are free from defects in workmanship, installation and design;
 - d. provide all equipment, tools and vehicles and such other materials and items as are required to complete the Job or Additional Works.
 - e. provide the Customer with a 30 day warranty in respect of all work undertaken in completing the Job or Additional Work;
 - f. hold valid and current Insurance Policies; and
 - g. comply with all applicable laws and regulations.
2. The Service Provider:

- a. warrants that any products or materials that it, its mistri or subcontractors supply in completing the Job will comply with any description the Service Provider or its mistri or subcontractors provide; and
 - b. and its mistri and subcontractors will advise the Customer, as to what action, precautions and care must be taken in respect of any gases, oxidizing, corrosive, toxic, explosive, flammable, dangerous, harmful, hazardous noxious or poisonous substances that have been used to carry out the Job.
3. The Service Provider, its mistri or Subcontractor (as applicable) will take reasonable steps to:
 - a. protect furniture, floor coverings and the Customer's items; and
 - b. maintain security in the Premises,
 - c. whilst they are carrying out the Job.
4. The Customer hereby confirms to the Service Provider that he/she shall:
 - a. co-operate with the Service Provider, its mistri or subcontractors in all matters relating to the Job;
 - b. provide access to the Premises for the duration that the Service Provider, its mistri or subcontractors require for the Job to be carried out;
 - c. where applicable, ensure that the area is clear, free of furniture and the Customer's other items;
 - d. be responsible for any work previously performed (whether correctly or not) at the Premises;
 - e. inform the Service Provider, its mistri or subcontractors where they know or have any suspicion that there:
 1. is asbestos or any other hazardous substance in the area where Job is to be carried out;
 2. is a water softener fitted (in respect of plumbing Jobs);
 3. are issues relating to low pressure of water or gas; or
 4. is an issue or any other concern relating to any utility services, systems or appliances on the Premises; and
 - f. be available as the Job is concluded to enable the Service Provider, its mistri or subcontractors to provide any information and advice regarding the Job as required,

and the Service Provider reserves its right to adjust the Fee, date and time for starting or completing the Job if the Premises are not clear or otherwise ready for the Job to commence.

5. Where the Customer has supplied any measurements, their accuracy remains the sole responsibility of the Customer and the Customer will be solely responsible for any expenses incurred because of any inaccuracy or problems arising because of the measurements.
6. The Customer hereby agrees that he/she will be solely responsible for:
 - a. replacing any items removed to enable the Job to be completed; and
 - b. any redecoration required after the Job has been completed (although the Service Provider should alert the Customer in advance that such redecoration works will be required)
7. The Service Provider is hereby entitled to appoint a mistri or a subcontractor to carry out a Job and will supply details of such mistri or subcontractor following a written request from the Customer.
8. Where a Service Provider appoints an mistri or subcontractor to carry out a Job such Service Provider shall:
 - a. use mistri and / or subcontractors who are suitably skilled and experienced to complete the Job;
 - b. procure that such party is bound by these Terms; andremain liable for any breach of these Terms committed by such mistri or subcontractor.

2. ADDITIONAL WORK/ADDITIONAL SERVICES

1. If on arrival at the premises the Service Provider, its mistri or subcontractor deems:
 - a. that Additional Work is required; or
 - b. Cost and Expenses need to be incurred,to enable the Job to be completed, the Customer and Service Provider shall agree the scope of, and the Additional Payment for, such Additional Work and/or Costs and Expenses before the work to perform the Job is commenced.
2. Payment for such Additional Work can be made via the Customer Website/App (which will incur a small fee payable by the Customer) or directly to the Service Provider but in any event must be agreed and paid before the Job is completed via the Service Provider App.
3. If the Customer wishes to change the scope or nature of the Job this shall be deemed to be Additional Services and the Customer shall submit details of the requested Additional Services by booking another Job via the Customer Website/App which the Service

Provider can then accept through the Service Provider App prior to carrying out such services.

3. CANCELLATION

1. Notwithstanding any rights the Customer may have to cancel a Job under the Consumer Contracts

- a. in certain circumstances; and
- b. subject to the cancellation terms and charges which are set out in the terms and conditions of usage of the Customer Website/App,

cancel a Job without charge. For the avoidance of doubt a Customer may not cancel any Job without being liable for a cancellation fee where at their request the Job has been commenced.

2. If the Service Provider arrives at the Premises and is unable to contact the Customer or gain access to the Premises they will message and attempt to contact the Customer for 20 minutes, after which the Customer will be charged a fee.

4. DISPUTES AND DISPUTE RESOLUTION

1. On completion of the Job, the Customer is responsible for completing all necessary checks to ensure that the Job has been completed in a satisfactory manner.
2. The Customer may notify the Service Provider of any part of the Job that does not materially comply with clause 4.1, provided that notice of rejection is given to the Service Provider within two (2) days of such defect having become apparent and within a reasonable period of receipt of such notice (not longer than 7 days), the Service Provider shall inspect the Job to determine whether such rejection is valid.
3. Any complaints by the Customer must be submitted in writing to LOCALCONNECT (at help@Localconnect.in or via the Customer Web/App) or the Service Provider's email address which can be obtained from LOCALCONNECT. In certain circumstances, and at its sole discretion, LOCALCONNECT may act as a mediator in respect of a complaint.
4. If the Customer fails to give notice of rejection in accordance with clause below it shall be deemed to have accepted the Job.
5. If the Customer notifies the Service Provider pursuant to clause below and such Job is subsequently found by the Service Provider, an Ombudsman or a court of competent jurisdiction not to have been adequately completed, then notwithstanding any right or entitlement the Customer may have the Customer shall be entitled to:
 - a. a repair, rectification or replacement of the rejected/inadequate Job; or
 - b. a refund of that proportion of the Fee that was payable in respect of the inadequately completed part of Job.

6. Once the Service Provider has complied with the Customer's request in clause below, it shall have no further liability to the Customer in respect of the rejected Job.
7. The Service Provider shall not be liable for a breach of any of the warranties that apply to the Job if:
 - a. the Customer makes any further use of the part of the Job which is the subject of dispute under clause below, once he/she has become aware of the defect; or
 - b. the defect arises because the Customer failed to follow the Service Provider's oral or written instructions as to the installation, commissioning, use or maintenance of an item installed as part of a Job or (if there are none) good trade and industry practice; or
 - c. the Customer alters or repairs such item without the express prior written consent of the Service Provider (unless the Service Provider has failed to attend to the original issue within a reasonable time of being notified); or
 - d. the Customer uses the item for a purpose for which it was not designed or intended for unless the Service Provider has expressly warranted that it is fit for the Customer's purpose.
8. Neither the Service Provider nor its mistri or subcontractors shall be liable for:
 - a. any defect in the Job arising from fair wear and tear, wilful damage, accident, negligence by the Customer or any third party, or if the Customer fails to follow the Service Provider's instructions (or those of its mistri or subcontractors), or any alteration or repair the Customer carries out without the Service Provider's prior written approval; or
 - b. the costs of repairing or replacing parts of any existing pipes and/or system which subsequently develop faults after new products are connected. Nor will the Service Provider its mistri or subcontractors accept any liability where the Customer's pipes and/or system do not function properly because the Customer's gas or water supply becomes inadequate or the water pressure is variable, unless the Service Provider, its mistri or subcontractors have been wholly negligent in the way they carried out the Job.
9. Notwithstanding any other term in this Agreement, the Customer acknowledges that the emergency nature of certain types of Jobs mean that there may be:
 - a. some defects in completion of the Job; and/or
 - b. an increase in the cost of materials parts and/or supplies which have to be used,

in comparison to similar Jobs being performed in non-emergency situations.

10. The Customer therefore agrees that unless such defects have a material impact on the Job, the Service Provider shall be deemed to have satisfactorily complied with the Job and shall have no liability to the Customer. However, if such defect affects more than twenty five per cent (25%) of the work performed as part of the Job or has a material impact on the Job, the Service Provider shall re-perform such affected proportion of the Job.

5. FEES AND CHARGES

1. In consideration of the Service Provider agreeing to carry out the Job, the Customer shall:
 - a. pay the Fee as set out on the Customer Website/App together with any Additional Payments (if any); and
 - b. be subject to the cancellation terms and charges which are set out in the terms and conditions of usage of the Customer Website/App.
2. If the Customer fails, for any reason to accept the completion of the Job when it has been properly completed by the Service Provider,
3. the Job shall be deemed to have been satisfactorily performed and completed and the Customer shall be liable for the full Fee without reduction or discount.
4. If the Service Provider's performance of its obligations under these Terms is prevented or delayed by (i) any act or omission of the Customer; or (ii) any person acting on behalf of the Customer, the Service Provider shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.
5. The Customer shall pay the Fee and Additional Payments (less any discounts or offers applied on the Customer Website/App) without any deduction whether by way of set-off, counterclaim or otherwise. No payment shall be deemed to have been received until LOCALCONNECT has acknowledged receipt in full and cleared funds.
6. All payments shall be made via Customer Website/App, except for payments for Additional Work which may be made via the Customer Website/App or in cash (on production of a valid receipt) to the Service Provider.
7. All Fees shall be inclusive of GST unless otherwise stated

6. LIMITATION OF LIABILITY

1. Nothing in the Agreement excludes or limits the liability of the Service Provider:
 - a. for death or personal injury caused by the Service Provider's negligence (or the negligence of its mistri or subcontractors); or
 - b. for fraud or fraudulent misrepresentation; or

- c. for any matter which it would be illegal for the Service Provider to exclude or attempt to exclude its liability.
2. Neither the Service Provider nor its mistri or subcontractors, shall not be liable for any:
 - a. indirect, incidental or consequential loss or damage, including any economic loss or loss of profit or business whatsoever suffered by the Customer; or
 - b. delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control including, but not limited to, acts of God, accidents, war, fire, strikes, lock outs, failure of any communications including telecommunications or computer systems, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Service Provider shall be entitled to a reasonable extension of its obligations.

7. GENERAL

1. If any term or condition of these Terms and Conditions is held to be illegal or unenforceable such provisions shall be severed and the remainder of these Terms and Conditions shall remain in full force and effect unless the business purpose of these Terms and Conditions is substantially frustrated, in which case it shall terminate without giving rise to further liability.
2. Other than LOCALCONNECT the parties to the Agreement do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) by any person that is not a party to it.
3. Save as where varied in accordance with clause above, these Terms and the documents referred to in it constitute the whole agreement and understanding of the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of the Agreement.