

# THE GOOD GUYS HOME SERVICES TERMS & CONDITIONS

## INTERPRETATION

“Booking Platform” means the online portal accessible at [thegoodguysinstallations.airtasker.com](http://thegoodguysinstallations.airtasker.com)

“Consumer Guarantee” means a guarantee pursuant to any provision of Subdivisions A and B of Division 1 of Part 3-2 of the Australian Consumer Law.

“Service Personnel” means the qualified installers or repair personnel (as the case may be) appointed by The Good Guys Home Services to perform the Services on behalf of The Good Guys Home Services.

“Premises” means the premises at which the Services are to be performed, as specified in the confirmation email issued by The Good Guys Home Services to you.

“Services” means: (a) the services to be performed by The Good Guys Home Services as set out in the confirmation email issued by The Good Guys Home Services to you; and (b) any additional services which The Good Guys Home Services agrees in writing to provide to you.

“The Good Guys Home Services” means Home Services Network Pty Ltd ABN 56 622 336 350 trading as The Good Guys Home Services.

## ACKNOWLEDGEMENT REGARDING SUBCONTRACTING

You acknowledge that The Good Guys Home Services will subcontract the performance of the Services to a third party. The Service Personnel who attend at the Premises will be contractors engaged by The Good Guys Home Services to perform the Services, or employees or sub-contractors of such contractors.

## INFORMATION PROVIDED BY YOU

You warrant to The Good Guys Home Services that all information provided by you in relation to the Services and the Premises (including all such information provided by you at The Good Guys store on the day you paid for the Services and all such information provided by you through the Booking Platform) is correct and complete. If this is not the case, in addition to its other remedies available at law, The Good Guys Home Services may refuse to provide the Services and/or require the payment of extra fees.

## CHANGES, CANCELLATIONS AND REFUNDS

The Good Guys Home Services requires 24 hours’ notice to change, cancel or re-schedule an installation or repair service that has been scheduled. If you do not provide The Good Guys Home Services with the required notice, The Good Guys Home Services may at its discretion charge you a cancellation or reschedule fee of \$80.

## ADDITIONAL CHARGES

The Good Guys Home Services provide estimates for additional labour and material required, over and above the inclusions listed in the scope of work for the Services, prior to commencing an installation or repair service. Payments for such additional charges are required prior to the commencement of works, payment can be made using VISA or Mastercard at [thegoodguysinstallations.airtasker.com](http://thegoodguysinstallations.airtasker.com), or by calling **1300 748 190**. Customers must not make direct payment of any fees or charges for the Services to Service Personnel. Additional fees may apply to services provided beyond a radius of 15km from the store where you purchased the Services and will be calculated prior to booking and payment. This fee will exclude any additional expenses incurred in relation to parking fees, island locations and travel across bodies of water which will be processed as an additional fee. Unless otherwise specified, delivery, decommissioning of existing units and removal of existing units is not included in the price.

## SERVICE AUTHORISATION

You must ensure that a person who is at least 18 years of age is present at the Premises at all times whilst Service Personnel are present at the Premises to provide the Services, and that such person is authorised to approve all completed work and provides such assistance as the Service Personnel may reasonably request in order to provide the Services. If not, the Service Personnel may leave the site and The Good Guys Home Services may invoice you for an extra installation site visit.

## ACCESS

Installation vehicles, equipment and Service Personnel must have clear and

unhindered access to the Premises and all parts of the Premises (including all internal/external locations) where the units are to be installed or repaired. The Good Guys Home Services will not be responsible for moving or damage to any of your furniture or valuables which are obstructing access. Any unit(s) being installed must be onsite prior to commencement, except if delivery is included in the scope of works for the Services. Delivery is not included unless stated in the scope of works for the Services. If delivery is included in the scope of works for the Services, the unit(s) to be installed will be delivered on the day of installation.

## LABOUR ONLY

Installations and appliance repairs do not include any parts or accessories (fittings, extension hoses, pressure limiting valves) except where specifically listed in the scope of works for the Services.

## LIMITATION OF LIABILITY & RELEASE

You acknowledge and agree that to except as otherwise expressly provided under these terms and conditions or required by law (including, without limitation, the Australian Consumer Law), under no circumstances shall The Good Guys Home Services be liable to you or any other person for any loss, cost, damage, expense, injury or death arising from, or in connection with, the Services (or any other services provided to you), whether in contract (including any breach of these terms and conditions), tort (including negligence), equity, restitution, under statute or regulation, under any other legal cause of action, claim or right, or otherwise, including without limitation, any loss of profits, loss of revenue, loss of anticipated savings, loss of business opportunity, loss of goodwill, loss of reputation, cost of obtaining replacement goods, indirect, incidental, special or consequential damages, data loss or corruption, economic loss or damages of any nature or description, or any loss or damage caused by any Service Personnel acting outside of his or her actual authority or not in performance of their duties to The Good Guys Home Services. In consenting to the performance of the Services, you agree to release The Good Guys Home Services (to the maximum extent permitted by law), from and against any loss, liability or damage to the Premises (including but not limited to, walls, skirting boards, floors) which may occur in the course of the performance of the Services by the Service Personnel. Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), the liability of The Good Guys Home Services in respect of the Services is limited to (at the election of The Good Guys Home Services) resupplying the Services or paying the cost of having the Services re-supplied. To the extent permitted under the Australian Consumer Law, if any services provided to you by The Good Guys Home Services are of a kind not ordinary acquired for personal, domestic or household use, then the liability of The Good Guys Home Services for any failure by those services to comply with any Consumer Guarantee is limited to (at the election of The Good Guys Home Services) resupplying those services or paying the cost of having those services re-supplied.

## DISCLAIMER

The Good Guys Home Services will use its best efforts to deliver timely service notwithstanding unpredictable scheduling volume spikes, unscheduled transport or sickness problems and other factors beyond its control, including but not limited to power failure, technical breakdowns and acts of God. Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), all express or implied representations, conditions, warranties, guarantees or other provisions that are not contained in these terms and conditions are excluded. If The Good Guys Home Services’ ability to perform the Services is impaired by your failure to cooperate or circumstances beyond the control of The Good Guys Home Services, The Good Guys Home Services may choose not to provide the Services and where appropriate will provide you with a refund. The Good Guys Home Services may also choose not to provide the Services if dangerous or unhealthy conditions are present at the Premises. Unless removal of old appliances is included in the scope of works for the Services, it is your exclusive responsibility to dispose of any goods that will be replaced by Service Personnel in carrying out the Services.

## SAFETY OF OUR WORKFORCE

The working environment in which The Good Guys Home Services is requested to perform the Services must meet the respective Occupational Health and Safety (OH & S) regulations in the applicable State or Territory. If the Service Personnel reasonably believe that the working environment at the Premises does not meet the requirements of the relevant State or Territory OH & S regulations then the Service Personnel may leave the Premises without performing the Services and The Good

Guys Home Services may invoice you for the attendance by the Service Personnel at the Premises.

## QUALITY ASSURANCE

The Good Guys Home Services is committed to an ongoing quality assurance process for its home installation network. An important part of this process is regular in-home inspections of installations completed by its network of experienced installers and contractors. Following the completion of your installation service, you may be contacted by The Good Guys Home Services with a request to take part in an optional in-home inspection. You consent to being contacted by The Good Guys Home Services for these purposes and acknowledge, agree that this consent shall remain effective (and that it will be reasonable for The Good Guys Home Services to continue to contact you for such purposes) until you indicate that you no longer wish to be contacted by The Good Guys Home Services for such purposes (which you can do by calling: **1300 748 190**).

## STATUTORY RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to compensation for any reasonably foreseeable loss or damage you suffer as a result of any failure by our services to comply with these guarantees. In the event of a major failure of our services to comply with these guarantees, you are entitled to terminate the contract for the supply of our services or recover compensation for any reduction in the value of our services below the price paid for the services. You are also entitled to have the failure of our services to comply with these guarantees remedied if the failure of our services to comply with these guarantees does not amount to a major failure.

To the extent we supply goods to you as part of the provision of the Services to you, our goods come with guarantees that cannot be excluded under the Australian Consumer law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Your rights under the Australian Consumer Law exist independently of your rights under the limited warranties set out in these terms and conditions. Nothing in these terms and conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Australian Consumer Law) which cannot by law be excluded, restricted or modified.

## LIMITED WARRANTY FOR APPLIANCE INSTALLATION SERVICES

The Good Guys Home Services will rectify any defect (at no additional charge to you) which arises:

- (a) during the 5 year period commencing on the date the performance of the Services is completed, in the work carried out by Service Personnel when installing a gas appliance or air conditioner; and
- (b) during the 12 month period commencing on the date the performance of the Services is completed, in the work carried out by Service Personnel when installing any appliance (other than a gas appliance or air conditioner).

This warranty does not extend to any faults caused by: (i) alterations, modifications and changes made independently (and without the prior written consent of The Good Guys Home Services) by you and/or any third party to the work performed by the Service Personnel; (ii) any failure by you to properly maintain the installed appliance; (iii) any failure by you to follow any instructions or guidelines provided in any instruction manuals, user guides or any similar documentation for the installed appliance; (iv) the continued use of the installed appliance after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or (v) fair wear and tear, any accident or act of God.

## CABLE/SATELLITE

The Good Guys Home Services is not liable for the signal strength or any degradation of cable/satellite signal due to faulty cable/satellite equipment or coaxial lines. If the cable or satellite provider modifies any part of The Good Guys Home Services installation, you will be charged at current listed rates for an on-site troubleshooting service call required to re-establish your system's functionality per the original installation scope of work. If The Good Guys Home Services determines on-site that the original installation was the cause of the problem, a refund for the service call will be issued to you.

## COMPUTER USE

Some of the Services may require access to your computer. If computer access is required, The Good Guys Home Services will not be responsible or liable under any circumstances for any loss or corruption to data stored on your computer. Back-Up of data is your responsibility and The Good Guys Home Services will not back up any data on your computer. For software installations, Service Personnel may accept end user license agreements (EULAs) on your behalf and you irrevocably authorize The Good Guys Home Services and/or its agents to accept any relevant (EULAs) on your behalf. Copies of EULAs are available upon request. Installation does not include re-installation of Operating Systems.

## ELECTRICAL

Your existing wiring & switchboard must comply with applicable state/federal standards. The Good Guys Home Services will not, under any circumstance, move, alter or install electrical outlets or undertake wiring & switchboard upgrades unless such work is included in the scope of works for the Services.

## PLUMBING

The Good Guys Home Services is not liable for additional plumbing not included in the scope of works for the Services or ensuring a sufficient water flow rate required for the operation of any appliances to be installed as part of the Services. If the water flow rate is insufficient for the operation of the appliance, The Good Guys Home Services will not complete the installation and you may be charged a reschedule fee of \$80.

## AIR CONDITIONER CLEANING

The Good Guys Home Services or its agents shall not be responsible for any pre-existing condition not reasonably apparent on visual inspection. These conditions may include (but are not to be limited to): faulty remote controls, exhausted batteries or corrosion, faulty printed circuit boards in the evaporator/condenser, worn airflow louver motors or brittle louvers/filters due to age or poor maintenance, faulty or deteriorated pipe installation or lagging, faulty or damaged electrical cabling or circuit isolating switches, condensate pump failure. Additional charges for nicotine contamination may apply. If the indoor evaporator coils of any air conditioner which has been cleaned as part of a premium air conditioner cleaning service provided by The Good Guys Home Services develops mould within 12 months of the completion of the premium air conditioner cleaning service under normal use, then The Good Guys Home Services will clean the air conditioner to remove the mould from the indoor evaporator coils. This warranty does not extend to any mould caused by: (i) any failure by you to properly maintain the installed appliance; or (ii) any failure by you to follow any instructions or guidelines provided in any instruction manuals, user guides or any similar documentation for the installed appliance.

## PRIVACY

The Good Guys Home Services have Airtasker Pty Ltd ACN 149 850 457 ("Airtasker"), as its service agent to provide the Booking Platform. You consent to The Good Guys Home Services providing Airtasker with your contact details and information about the services you have purchased. Airtasker may utilise additional identity verification and payment facility services. Information on these services can be found at [airtasker.com/terms/](https://airtasker.com/terms/)

You consent to all of the uses and disclosures of your contact details and information described in The Good Guys Home Services' Privacy Policy which can be accessed at [www.thegoodguys.com.au](https://www.thegoodguys.com.au) as well as Airtasker's Privacy Policy which can be accessed at [airtasker.com/privacy/](https://airtasker.com/privacy/)

The Good Guys Home Services may also disclose information about you to its related companies, contractors and installers and its other suppliers (including to any person situated outside Australia) for the purpose of:

- Booking, co-ordinating and providing the requested service(s);
- Quality assurance
- Taking payment for any additions to the scope of services as requested by you.
- Offering additional or new products and services related to the products or services provided to you.
- Providing offers, services and benefits from The Good Guys

You consent to these parties contacting you, including by email, SMS, mail or telephone, for the purposes set out above.

**Guaranteed by**

