

Guarantee “Satisfied or Redone” by NeedHelp

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As part of our offer to bring clients and tradespeople together, NeedHelp offers its users additional protection through the "Satisfied or Redone" guarantee. This allows clients to benefit from a retraction of any defects or failure to complete the site.

Definitions:

- **Client:** A natural person of legal age or a legal entity that:
 - has placed a request,
 - has selected one or more tradespeople to provide one or more services.
 - **Tradesperson:** Any natural person, private individual, self-employed person or legal entity of legal age who is registered on the NeedHelp website and responds to a request on this website and is selected by the client.
 - **Recovery Specialist:** Professional tradesperson contracted under our “Satisfied/Redone” Guarantee.
 - **Third party:** any person other than NeedHelp, client or tradesperson.
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- **Request:** A request created by a Client in which they have set out the specifics of the task(s) that they wish to find a Tradesperson to complete.
- **Proven defect:** Defect(s) that can be detected with the naked eye during a superficial examination or during the performance of basic tests. The proven defect must have arisen only as a result of the performance of a service booked through the NeedHelp website and must not be pre-existing; it must be described and declared in the event of a claim, evidenced by way of photographic or equivalent documentary proof.
- **Damage report:** Declaration made by the Client through the form available on our platform, so that NeedHelp can assess whether it is necessary to engage its Guarantee, subject to acceptance of a claim.
- **Assembly Damage:** A complete or partial destruction of or damage to the goods that is externally visible and occurs during assembly, installation or fixing by a Tradesperson. The damage during assembly must be attributable to the provision of a service and must be identified and reported in the event of a claim.
- **Intentional fault:** An intentional fault on the part of the beneficiary with the intent to cause disorder.
- **Force majeure:** Unforeseeable, insurmountable event beyond the control of the Beneficiary.
- **Warranty:** A commercial obligation of NeedHelp to the Client to repair defects caused by the Tradesperson(s) during a service.
- **Negligence:** A lack of caution or prudence which caused the defect or facilitated its occurrence.
- **Service:** The fulfilment of a need specified in a request by a tradesperson that falls exclusively under the guaranteed services.

- **Repurchase of material:** Materials which, due to the determination of the recovery expert, must be replaced under our warranty.
- **Claim:** Damage resulting from a Service performed, leading to a claim from the client which is upheld by NeedHelp.
- **Site:** electronic platform for connecting Clients and Tradespeople accessible via the following internet address: <https://www.needhelp.com/>
- **Online payment:** type of payment chosen by the Customer when booking where they pay the full amount requested by the Tradesperson as well as the service charges, the amount due to the Tradesperson being released once the job has been completed.
- **Direct payment:** type of payment chosen by the Customer at the time of booking, where the Customer only pays the platform's service fees online and pays the Tradesperson directly using the method of payment of their choice (wire transfer, cash, etc.).

1. How does it work?

The "Satisfied/Redone" Guarantee, depending on the case:

- The cost of the labour of a 'Repair mission' professional (Recovery Specialist), hired directly by NeedHelp from within the online NeedHelp tradespeople community, to carry out a repair mission due to poor workmanship on the part of the original Tradesperson, or to complete the job.
- The Reimbursement of advance costs for the re-purchase of equipment needed to repair or complete the mission

Subject to the formalities mentioned in Article 2 and the exclusions mentioned in Article 3 of this document, NeedHelp guarantees the intervention of a Recovery Specialist, and or/the purchase of equipment, if necessary, in the event of a proven defect after intervention by the first Tradesperson.

The intervention of the Recovery Specialist, shall take place within a period of sixty (60) days after NeedHelp has assigned charge.

The "Satisfied/Redone" Guarantee does not replace our Civil Liability Insurance and therefore does not guarantee monetary consequences regarding the liability of the Tradesperson in case of damage. In this case, you should contact the Tradesperson.

Exceptionally, it is possible **to receive a refund regarding the advance payment on the costs of the Professional of your choice to repair quality defects.**

- a) Proposal of a cheaper quotation*
- b) Impossibility of finding a 'Repair mission' professional, in the region **
- c) Urgent intervention required***

In this manner, the quotation of a Third Professional, when it falls within the limits of the warranty, and is cheaper than the quotation of the Recovery Specialist appointed by NeedHelp, can be studied.*

Furthermore, after thirty (30) days from the moment the guarantee is activated, it is considered that it is impossible to find a Recovery Specialist in the requested region.**

In addition, intervention is considered urgent in case of risk of consequential damage, material damage, immaterial damage or financial disadvantages without immediate intervention by a Professional.***

If you do not wish to make use of the “Satisfied/Redone” Guarantee, offered by NeedHelp, and in case of faulty workmanship of the Tradesperson, you may claim reimbursement of the costs paid on the platform according to the conditions below.

2. Conditions

To benefit from the “Satisfied/Redone” Guarantee offered by NeedHelp, any declaration must be made within seven (7) days of the assignment end date. An assignment is considered “completed” in the following cases:

- a) The assignment has been completed
- b) The Tradesperson has been paid
- c) A review has been left on the profile of the Tradesperson
- d) The assignment has been interrupted or the Tradesperson has left the work site

In the event that the assignment remains incomplete and/or without any further interest from the Tradesperson, it is necessary to present evidence which demonstrates the Tradesperson’s constant postponement or abandonment of the work site.

Without a full response from the Tradesperson, you have two (2) weeks from the last written contact with the Tradesperson to file your claim.

In all of the above scenarios and following notification of a claim, NeedHelp must be given the opportunity to request the Tradesperson’s version of events. The Tradesperson must be given seven (7) days to send his/her version of events to NeedHelp.

The maximum amount under our Guarantee is specific to each request and cannot exceed **twice the original amount of the first request** (in case the original amount of the selected offer was 100 CHF, the maximum amount under our Guarantee will be 200 CHF).

The total amount of our tenure covers both:

1. **The labour costs**
2. **The reimbursement of the advance for the re-purchase of the equipment/material**

Any excess above the maximum amount of the Guarantee will be at the expense of the Client.

However, it should be noted that the Guarantee is capped at **max 2.000 CHF per renewed request** (in case the original amount the selected offer was 1.500 CHF the maximum amount under our Guarantee will be 2.000 CHF).

Regarding the re-purchase of the material required to complete the rework mission, the **Client will first have to advance the costs.**

Only upon presentation of a **paid invoice, proof of payment and your bank details (IBAN)**, can we process the refund request within the limits of the maximum amount of the Guarantee.

To obtain a reimbursement for the advance of charges to a Third Party Provider of your choice, it is necessary to submit a **settled invoice, proof of payment** (proof of transfer, copy of bank statement, etc.) and **your bank details (IBAN)**. The Client will then be entitled to the reimbursement of the advance of charges within the maximum amount of our Guarantee. Only payments by bank transfer will be considered. **Cash payments are not eligible for reimbursement.**

In the event that the Client refuses the use of our "Satisfied/Redone" Guarantee and opts for a refund of the cost paid via the platform of the original request, this decision will lead to **the immediate closure of the case** and put an end to any possible request to our insurer.

In any case, regardless of whether the "Satisfied/Redone" Guarantee applies or not, it should be recalled that NeedHelp's responsibilities are strictly regulated by the General Terms and Conditions published on the website.

A declaration of loss is only considered valid if it is submitted via the appropriate form which is available via the following link:

<https://needhelp-jobbing.typeform.com/to/DY3IDAMN?typeform-source=www.needhelp.com>

The client must fill in all fields necessary for the proper processing of the claim and provide all elements relevant to the claim.

The claim form must be limited to the subject matter of the claim, be concise, objective and free of offensive remarks and inappropriate comments.

The information provided will be shared directly with the Tradesperson for clarification.

To submit a Claim File to our insurer, the Client must provide the following:

- A signed and dated Sworn Statement detailing the exact circumstances of the damage (Date and place of damage),
- Photographs of the proven defects or damage resulting from the performance of the Service
- Invoices or any element of costing,
- Estimated repair costs, if applicable (e.g. water damage)

It should be noted that for any file for which the documents necessary for its compilation (invoices, documents, miscellaneous evidence, etc.) have not been provided **within three**

(3) months of the request, they will be automatically closed without further action and they will no longer be subject to further appeal.

In case of minimal damages and in the absence of a dispute between the Client and the Tradesperson, amicable settlement will be preferred. To the extent possible, the Tradesperson will therefore have to intervene and complete the assignment without additional costs.

For this very reason, **it is imperative that the amount or PayCode is not given to the Tradesperson before the end of the mission.**

Non-compliance with these instructions may result in the refusal of the commercial “Satisfied/Redone” Guarantee and our AXA insurance.

3. Exceptions

The following are excluded from our “Satisfied/Redone” Guarantee:

- Claims resulting from an intentional or fraudulent act of the Client,
- Indirect damage or financial loss suffered by the Client as a result of a claim (costs resulting from the uninhabitable accommodation or unusable goods),
- Damage due to negligence or deliberate violation of safety rules by the Client,
- Damage for which the Client carried out all repairs himself or instructed a third party, professional or otherwise, to repair the damage without our agreement or justified urgency,
- Damage falling under the civil liability of the Client,
- The consequences of the interruption of the service at the initiative of the Client or by mutual agreement between the Client and the Tradesperson,
- The disagreement between the Tradesperson and the Client on the price and/or payment of the service
- Services for which the Customer had chosen Direct Payment
- Theft, vandalism, extortion,
- Any service subcontracted by the Tradesperson if it is a private individual,
- Any service paid for before completion,
- Breakdowns or damage to equipment or equipment loaned by the Client to the Tradesperson for the performance of the Service
- Damage caused by an erroneous instruction or order given by the Client to the Tradesperson during the performance of a Service
- Services performed outside the geographical area of operations of NeedHelp,
- Damage resulting from work not described in the request,
- Damages resulting from plumbing works not expressly covered by the Decree on rental repairs,
- Any damage resulting from the absence of equipment on the day of the Tradespersons arrival
- Works on specific construction works and consequently all consequences and financial losses resulting :
 - from all defects and faults that endanger the strength of the property, render it uninhabitable or impair its use, such as cracks in a load-bearing wall,

- collapse of the roof truss or roof, subsidence of the floor, water ingress, burst pipes, inadequate thermal insulation, etc.;
- Damage affecting the strength of equipment that cannot be inseparably connected to the structure, i.e. goods whose removal, dismantling or replacement is not possible without damaging or removing part of the basic structure that serves as a support.;
 - Irregularities related to renovation works that affect the basic structure and render the property unsuitable for its purpose or that may call into question the strength, tightness and safety of the building, such as the installation of a skylight, a railing, the complete replacement of the electrical system, the complete renovation, the installation of a poorly designed heating system, the creation of a gutter, the replacement of a roof truss, the renewal or re-roofing of a roof, etc.
- The following services:
 - Wooden covering of a house or property
 - Roof work
 - Works on an electrical circuit as part of a radiator installation
 - Installation of a gas boiler/stove
 - Maintenance of any type of boiler or water heating system
 - Creating underground water intakes, connections or drains
 - Changing or installing an electrical meter
 - Installing antenna/roof dish
 - Bringing a room/home electrically up to code
 - Removing a bearing wall or structure
 - Installing a velux window
 - Replacing, removing, sweeping a chimney
 - Connecting a built-in fireplace
 - Insulating attic space
 - Repairing and maintaining rolling stock, motorised land vehicles, caravans, trailers, boats, aircrafts
 - Working on embedded water pipes or making and installing embedded pipes
 - Cleaning and clearing of waste, debris and rubbish
 - All landscape work (planting, garden maintenance, etc.)
 - Any work and/or services subject to specific insurance requirements or ten-year insurance and, more generally, any damage covered by professional liability

In the above-mentioned cases, the Customer must contact the Tradesperson directly.

4. Penalties for Service Providers

a) Unfinished work

In case of termination of a project or uncompleted assignment, the Tradesperson will be paid only for the work done and thus penalised. If virtually nothing has been done on the task or the Tradesperson is unable to meet the requirements, the Tradesperson will not be entitled to payment. If the tasks are only partially completed or the Tradesperson left without completing the works, the Tradesperson will not be paid more than 50% of the amount of the order.

Where most of the work has been completed and time spent but it is still unfinished the

Tradesperson will be entitled to up to 80% of the amount.

b) Damages task

After completion of a job, if defects occur and NeedHelp has to incur costs to carry out a repair, a 30% penalty may be applied to the amount originally owed to the Tradesperson.

An excessive complaint rate may also result in the loss of certain benefits on our platform. (Ikea-badge) and even the temporary or permanent suspension of his/her profile.

c) Compensation and penalties

Reimbursement of the Tradesperson can only take place upon receipt of the quotation from the Recovery Specialist appointed within the scope of the reperformance works, specifying the workload provided and/or defects caused. The unpaid balance may be used to finance the Guarantee.

If the Tradesperson does not respond to the request for his/her version of facts within the 7 day period, the Tradesperson's profile will be temporarily suspended. Only the Client's version of facts will be taken into account. The Tradesperson will then have to contact us again by email to rectify the situation.

In the case of online payments, if the amount due to the Tradesperson is still in the wallet, reimbursement can only take place after NeedHelp has received the Tradesperson's version of the facts and the NeedHelp service has been able to investigate the case, penalties may apply.

If damage is established as a result of the Tradesperson's intervention and a file has to be submitted to the insurer, a compensation of 50 CHF will be charged to the Tradesperson, as stipulated in the General Terms and Conditions on the website. This fee corresponds to the amount of excess of our insurance policy and may be added to the 30% penalty previously mentioned.

In any case, NeedHelp will prefer the amicable settlement and will try to determine the fairest treatment for both parties according to all the elements brought to our attention.

Thereafter, no dispute can intervene, especially if elements had not been disclosed during the handling of the case.

Team NeedHelp