

Satisfied or Redone Guarantee by NeedHelp

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As part of our connecting service between Clients and Tradespeople [*Service Providers*], NeedHelp provides additional protection for its users through its “Satisfied or Redone” Guarantee. This guarantee allows Clients to benefit from repair work to remedy any poor workmanship, or in the event that the job is not completed.

Definitions:

- **Client:** An adult natural person or legal entity having:
 - Posted an Advertisement,
 - Selected one or more Service Providers to perform one or more Services.
- **Service provider:** Any adult natural person, private individual or self-employed person, or legal entity that is registered on the NeedHelp website and responding to an Advertisement on said site and selected by the Customer.
- **‘Repair mission’ professional:** Professional service provider mandated under our “Satisfied /Redone” guarantee.
- **Third party:** anyone other than NeedHelp, the Client and the Service Provider/ Professional tradesperson.

● **Request:** a request/advert created by a Client in which they have set out the specifics of the task(s) that they wish to find a Service Provider to complete.

● **Proven defect:** Defect(s) that can be observed with the naked eye during a superficial examination or by carrying out basic checks. 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.

● **Declaration of loss:** Declaration made by the Client, via the claim form available on our website, to inform Needhelp exactly what the alleged damages are, so that NeedHelp can assess whether it is necessary to engage its Guarantee, subject to acceptance of a claim.

● **Damage to the assembly:** Destruction, deterioration, total or partial, of the Goods, externally visible, and occurring during its assembly, its installation or its fixing by a Service Provider. The Damage to the assembly must be specifically linked to the performance of a Service and noted and declared during a claim.

● **Intentional fault:** A fault caused by the Beneficiary with the intention of causing disorder

or to mislead.

- **Force majeure:** Unforeseeable, insurmountable event beyond the control of the Beneficiary.
- **Warranty:** Commitment on a commercial basis by NeedHelp vis-à-vis the client in order to repair defects caused by the Service Provider(s) during a Service.
- **Negligence:** Lack of precaution or care which is linked to the proven fault, caused it, or led to its occurrence.
- **Service:** Fulfillment by a Service Provider, of a need specified in an Advertisement and relating exclusively to guaranteed Services.
- **Purchase of equipment:** Equipment or material which needs to be replaced, following the findings of the Professional, costs for which must be deducted from the overall budget provisioned for under our Guarantee; must be purchased by either the Client or the Professional, with Needhelp to reimburse once the work has been completed.
- **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 Service Providers accessible via the following internet address: <https://www.needhelp.com/>
- **Online payment:** Payment method chosen by the Customer at the time of the booking, whereby the Customer pays the full amount requested by the Service Provider and the service fee, releasing the amount due to the Service Provider once the job is completed.
- **Direct Payment:** Payment method chosen by the Customer at the time of the booking, whereby the Customer pays only the service fee online and pays the Service Provider directly with the payment method of his/her choice (cash, bank transfer, etc.).

1. How does it work?

The “Satisfied/Redone” Guarantee, depending on the case:

- The cost of the labour of a ‘Repair mission’ professional, 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 Service Provider, 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 'Repair mission' professional, and or/the purchase of equipment, if necessary, in the event of a proven defect after intervention by the first Service Provider.

The intervention of the 'Repair mission' professional, 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 Service Provider in case of damage. In this case, you should contact the Service Provider.

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 'Repair mission' professional 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 'Repair mission' professional 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 Service Provider, 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 Service Provider has been paid
- c) A review has been left on the profile of the Service Provider

d) The assignment has been interrupted or the Service Provider has left the work site

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

Without a full response from the Service Provider, you have 2 weeks from the last written contact with the Service Provider 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 Service Provider's version of events. The Service Provider 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, the maximum amount under our Guarantee will be €200).

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**

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

However, it should be noted that the Guarantee is capped at **max €2,000 per renewed request** (in case the original amount of the selected offer was €1,500 the maximum amount under our Guarantee will be €2,000).

Regarding the re-purchase of the material required to complete the rework mission, the **Customer 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 to 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 Customer 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 Customer 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 file** 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 and available via the following link:

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

The customer 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, and be concise, objective and free of offensive remarks and inappropriate comments.

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

To submit a Claim File to our insurer, the Customer 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 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 Customer and the Service Provider, an amicable settlement will be preferred. To the extent possible, the Service Provider 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 Service Provider 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 Customer,
- Indirect damage or financial loss suffered by the Customer 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 Customer,
- Damage for which the Customer 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 Customer,
- The consequences of the interruption of the service at the initiative of the Customer or by mutual agreement between the Customer and the Service Provider,
- The Services for which the Customer has chosen Direct Payment
- The disagreement between the Service Provider and the Customer on the price and/or payment of the service
- Theft, vandalism, extortion,
- Any service subcontracted by the Service Provider if it is a private individual,
- Any service paid for before completion,
- Breakdowns or damage to equipment or equipment loaned by the Customer to the Service Provider for the performance of the Service
- Damage caused by an erroneous instruction or order given by the Customer to the Service Provider 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 of 26 August 1987 on rental repairs,
- Any damage resulting from the absence of equipment on the day of the Service provider's arrival
- 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, aircraft

- 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

If one of the cases mentioned above applies, the Customer must contact the Service Provider directly

4. Penalties for Service Providers

a) Unfinished work

In case of termination of a project or uncompleted assignment, the Service Provider will be paid only for the work done and thus penalised. If virtually nothing has been done on the task or the Service Provider is unable to meet the requirements, the Service Provider will not be entitled to payment. If the tasks are only partially completed or the Service Provider left without completing the works, the Service Provider 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 Service Provider will be entitled to up to 80% of the amount.

b) Damages task

After completion of a job, if a defect occurs and NeedHelp has to incur costs to carry out a repair, a 30% penalty may be applied to the amount originally owned by the Service Provider.

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

c) Compensation and penalties

Reimbursement of the Service Provider can only take place upon receipt of the quotation from the "Repair mission" professional 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 Service Provider does not respond to the request for his/her version of facts within the 7-day period, the Service Provider's profile will be temporarily suspended. Only the Customer's version of facts will be taken into account. The Service Provider 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 Service Provider is still in the wallet, reimbursement can only take place after NeedHelp has received the Service Provider'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 Service Provider's intervention and a file has to be submitted to the insurer, a compensation of €50 will be charged to the Service Provider, 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