

Cancellation & Refund Policy

Help Nearby Pty Ltd

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1 About This Policy

Last updated: 15 Mar 2026

Company: Help Nearby Pty Ltd

Address: Unit 2201, 10 Atchison Street, St Leonards NSW 2065, Australia

Email: contact@helpnearby.com.au

This Cancellation & Refund Policy (“Policy”) sets out how cancellations, no-shows, changes to bookings, and refunds are handled on the Help Nearby platform. It forms part of, and should be read together with, our **Terms of Service** (“Terms”). Capitalised terms used in this Policy have the meanings given in the Terms. By making or accepting a Booking on the Platform, you agree to be bound by this Policy.

2 General Principles

Marketplace nature. Help Nearby operates a digital marketplace connecting Customers and independent Service Providers. We do not provide or supervise the Services ourselves. This Policy governs how Payments and other amounts are handled when a Booking is cancelled, changed, or disputed.

Transparency. Where possible, applicable cancellation windows, call-out fees, and non-refundable components will be displayed in the Platform at the time of Booking. In the event of any inconsistency, the specific terms shown in the Booking flow will prevail over the general provisions of this Policy.

Australian Consumer Law. Nothing in this Policy excludes, restricts, or modifies any rights you may have under the Australian Consumer Law (ACL) or other applicable law. Where our obligations under the ACL differ from this Policy, the ACL will prevail to the extent of the inconsistency.

Your Rights Under Australian Consumer Law

2.0.1 Consumer Guarantees

If you are a Consumer (acquiring Services for personal, domestic, or household use), the Australian Consumer Law provides you with guarantees that:

- Services must be provided with due care and skill (s60)
- Services and any products used must be fit for the purpose you specify (s61)
- Services must be completed within a reasonable time (if no time specified) (s62)
- Services are provided at a reasonable price (if no price agreed) (s63)

These guarantees cannot be excluded. If a Service fails to meet a consumer guarantee:

MINOR FAILURE: You are entitled to have the problem fixed within a reasonable time.

MAJOR FAILURE (Service cannot be fixed, or you would not have acquired it if you'd known of the problem): You can:

- cancel the service contract and obtain a refund; or
- keep the contract and seek compensation for drop in value.

You are also entitled to be compensated for any reasonably foreseeable loss or damage.

2.0.2 How Consumer Guarantees Affect This Policy

If a Service fails to meet a consumer guarantee, you may be entitled to cancel and receive a refund even where this Policy would otherwise impose a cancellation fee or reduce your refund amount.

Examples:

- Service Provider arrives 3 hours late without notice (no reasonable time - s62) → you may cancel and receive full refund, no cancellation fee Service Provider cannot perform the Service competently (lacks due care and skill - s60) → you may cancel and receive full refund
- Work is shoddy or defective after completion → you may request remedy or refund within reasonable time (typically 30 - 90 days depending on nature of Service)

To make a claim under the ACL: 1. Contact the Service Provider first and request remedy (recommended) 2. If unresolved, contact Help Nearby at contact@helpnearby.com.au with “ACL Claim” in subject 3. Provide evidence of the failure (photos, messages, expert reports if available) 4. Help Nearby will review and may facilitate a refund or remedy 5. If you’re not satisfied, you may contact Fair Trading or commence proceedings in a court or tribunal

2.0.3 Unfair Contract Terms

Under the ACL, a term in this Policy may be unfair and therefore void if it:

- creates a significant imbalance between your rights and ours;
- is not reasonably necessary to protect our legitimate interests; and
- would cause you financial or other detriment.

If you believe any term in this Policy is unfair, contact us to discuss or seek independent legal advice.

2.0.4 Time Limits Under ACL

The ACL does not specify fixed time limits for making claims. What is “reasonable” depends on:

- the nature of the Service
- price paid
- any warranty or guarantee period stated
- how long Services of that kind would ordinarily last

For example:

- Emergency plumbing repair: complaints should be raised within days

- Roof repair: defects may reasonably be claimed within months or years
- Painting: issues should be apparent within weeks to months

The dispute windows in Section 9.4 of this Policy are administrative timeframes for Help Nearby’s internal process. They do not limit your ACL rights, which may extend beyond these periods.

2.0.5 Business Customers

If you are acquiring Services NOT for personal, domestic, or household purposes, but for business or commercial use, you may:

- still have consumer guarantee protections if you are a “Small Business Customer”
- NOT have consumer guarantee protections if you are a larger business or for higher value contracts.

If consumer guarantees do not apply to your transaction:

- This Cancellation & Refund Policy applies as written
- Cancellation fees and refund restrictions are more likely to be enforceable
- You should read this Policy carefully before booking

To declare your Business Customer status:

- Indicate “Business Use” during Booking (if option available)
- Provide ABN in your Account profile
- Accept that consumer guarantees may not apply

If you incorrectly declare business use when you’re actually a Consumer, consumer guarantees still apply (we cannot contract out of them).

2.1 Cooling-Off Rights (If Applicable)

In certain circumstances, you may have cooling-off rights under state or territory consumer protection laws.

NSW, VIC, QLD, SA, WA, TAS, NT, ACT: Cooling-off periods typically apply to:

- unsolicited consumer agreements (door-to-door sales);
- certain telemarketing sales;
- goods or services purchased at exhibitions or markets.

For Services booked online through the Help Nearby Platform:

- Cooling-off rights generally DO NOT apply because:

- you initiate the transaction (not unsolicited);
- agreements are made online at your convenience (not under pressure);
- Services are typically needed promptly (cooling- off exceptions for urgent services).

However, you may still have cooling - off rights if:

- you arranged the Booking by phone with a Help Nearby sales representative (if we offer this - currently we do not);
- the Service was arranged through a promotional event or exhibition;
- specific state laws apply to the Service type.

If you believe you have a statutory cooling- off right:

- contact us immediately at contact@helpnearby.com.au;
- provide details of the legal basis for your cooling-off claim;
- we will review and process in accordance with applicable law.

Where statutory cooling-off rights apply, they override the cancellation fees in this Policy.

3 Key Concepts

For the purposes of this Policy:

- Booking means a confirmed Job between a Customer and a Service Provider made through the Platform.
 - Payment means the amount paid by or on behalf of the Customer and held under the arrangements described in the Terms until it is released or refunded.
 - Scheduled Start Time means the time and date for the Job as shown in the Booking details on the Platform.
 - Scheduled Completion Time means the estimated completion time for the Job as recorded in the Platform.
 - Service Fee means any fee charged by Help Nearby to the Customer or Service Provider for use of the Platform, as displayed during the Booking process.
-

4 Customer Cancellations

4.1 Cancellation Windows and Fees

For clarity in this section:

- Job Price means the amount charged by the Service Provider for the Booking.
- Platform Fee means the fee charged to the Customer for use of the Platform. The Platform Fee is 2.5% of the Job Price plus \$0.50.
- Provider Fee means the fee charged by the Platform to the Service Provider. The Provider Fee is 3% of the Job Price. Unless otherwise stated in the Booking confirmation, the following rules apply.

4.1.1 How Payments Are Normally Distributed

When a Booking is completed successfully:

- The Customer pays: Job Price + Platform Fee
- The Service Provider receives: Job Price – Provider Fee
- The Platform keeps: Platform Fee + Provider Fee

4.1.2 Customer Cancellation

If a Customer cancels a Booking, the refund depends on how close the cancellation occurs to the Scheduled Start Time. The Platform Fee is non-refundable unless the Service Provider cancels or applicable law requires otherwise. More than 72 hours before Scheduled Start Time The Customer receives 100% of the Job Price refunded. The platform fee is non-refundable. 72 * 24 hours before Scheduled Start Time

- Customer receives: 70% of the Job Price refunded, minus the non-refundable platform fee.
- Service Provider receives: 30% of the Job Price, minus the Provider Fee Less than 24 hours before Scheduled Start Time
- Customer receives: 50% of the Job Price refunded, minus the non-refundable platform fee.
- Service Provider receives: 50% of the Job Price, minus the Provider Fee

4.1.3 Service Provider Cancellation

If the Service Provider cancels a Booking:

- Customer receives: a full refund of the Job Price and the Platform Fee
- Service Provider receives: no payment

- Service Provider is charged: the Provider Fee to their platform account or wallet This fee helps cover payment processing and administrative costs associated with cancelled bookings.

4.1.4 Notes

- Any more specific cancellation terms shown in the Booking confirmation will apply instead of these default terms.
- Cancellation amounts may reflect compensation for reserved time, travel, preparation, or lost availability.
- Repeated cancellations by a Service Provider may result in warnings, account restrictions, suspension, or removal from the Platform.
- For cancellations due to disputes, and other issues please contact us at contact@helpnearby.com.au.

4.2 How to Cancel

To cancel a Booking:

- log into your Account
- go to “My Bookings”
- select the relevant Booking
- click “Cancel Booking”
- type a reason (helps us improve)
- confirm cancellation

Your cancellation will be timestamped at the moment you confirm it through the Platform. Email or phone cancellations are not effective until processed by Help Nearby staff (which may take up to 4 business hours during business hours).

4.3 Your Consumer Rights

Nothing in this Section affects your rights under the Australian Consumer Law. You may still be entitled to a refund or remedy if:

- the Service Provider breaches a consumer guarantee (e.g., Services not provided with due care and skill, not fit for purpose, not completed in reasonable time);
- the Service Provider engages in misleading or deceptive conduct;
- the circumstances giving rise to cancellation were caused by the Service Provider’s unreasonable conduct; or

- the cancellation fee is deemed unconscionable by a court or tribunal.

To claim under the ACL, contact us at contact@helpnearby.com.au with “ACL Claim” in the subject line and provide supporting evidence.

5 No-Shows and Access Issues

5.1 Customer No

- Show or Access Not Provided A “Customer no-show” occurs when:
- the Customer does not provide access to the Job location at the Scheduled Start Time;
- the Customer is not present (if presence was required);
- the Customer does not respond to calls or messages from the Service Provider at the Scheduled Start Time; AND
- the Customer has not cancelled in advance through the Platform.

5.2 Service Provider Requirements for No-Show Claims

To claim a cancellation or call-out fee for a Customer no-show, the Service Provider must:

- a) Arrive at the Job location:
 - within 15 minutes of the Scheduled Start Time; OR
 - notify the Customer of any delay and arrive within the revised time
- b) Make reasonable attempts to contact the Customer:
 - call at least twice (with at least 5 minutes between calls);
 - send at least one SMS or Platform message;
 - wait at the Job location for at least 15 minutes after Scheduled Start Time
- c) Provide evidence to Help Nearby:
 - GPS timestamp/location data showing arrival at job address;
 - screenshots of outgoing calls and messages;
 - photos of the Job location with timestamp (if practicable);
- d) Report the no-show through the Platform:
 - On the bookings screen, raise a dispute and select “Customer no-show”, and upload evidence.
 - provide written description of attempts made
 -

5.3 Outcome for Customer

A “Customer no-show” will be treated the same as a cancellation of the service less than 24 hours before the start of the service. Please refer to section 4.1 Cancellation Windows and Fees. ## Customer Challenges to No-Show Claims If you believe you did not no-show, you may dispute the claim within 7 days by:

- providing evidence you were present or provided access (photos, witnesses, communication logs) on the booking page;
- demonstrating the Service Provider did not arrive at the Scheduled Start Time;
- showing you attempted to contact the Service Provider about access issues; or
- proving extenuating circumstances (medical emergency, police incident, natural disaster). Help Nearby will review evidence from both parties and make a determination within 7 days.

5.4 Service Provider No-Show

A “Service Provider no-show” occurs when the Service Provider:

- does not arrive at the Job location within 15 minutes of the Scheduled Start Time without prior notice to the Customer;
- cannot be contacted by the Customer at or after the Scheduled Start Time; or
- indicates they will not be attending after the Scheduled Start Time.

5.5 Outcome for Service Provider No-Show

No-Show for service providers will be treated the same as a service provider cancellation. Please refer to section 4.1.3 for more details. Repeated no-shows may result in account termination or suspension.

5.6 Late Arrival

If the service provider is up to 15 minutes late without adequate notice to the user:

- The Customer may choose to proceed or raise a dispute on the booking page
- If Customer cancels: treated as Customer cancellation (see Section 4.1)
- If Customer proceeds: Job continues as normal More than 15 minutes late without notice:

- Customer may raise a dispute and will receive at no cost a full refund including Service Fee
 - Service Provider forfeits all fees and may still have the service provider fee charged to their wallet/account. The service provider may at any time request to adjust the booking time and date on the Platform with the customers consent at no cost.
-

6 Safety, Legality, and Unsuitable Conditions

Unsafe or illegal work If a Service Provider reasonably believes that:

- the Job would require them to perform illegal work; or
- the Job site is unsafe or presents an unacceptable risk, they may refuse to commence or continue the Job. In such cases, the parties should attempt to resolve the issue (for example, by rectifying the unsafe condition or modifying the scope). Outcome and refunds Where a Job is not completed due to safety, illegality, or unsuitable conditions, Help Nearby may determine, having regard to the circumstances and any evidence, whether any portion of the Payment should be:
 - paid to the Service Provider (for time, travel, or work legitimately performed); and/or
 - refunded to the Customer.

6.1 Extraordinary Circumstances and Force Majeure

6.1.1 What are Extraordinary Circumstances?

Extraordinary circumstances include events beyond the reasonable control of either party:

- Natural disasters (bushfires, floods, earthquakes, severe storms)
- Pandemic or epidemic with government restrictions
- Government emergency declarations or lockdowns
- Acts of war, terrorism, or civil unrest
- Failure of essential infrastructure (power, water, telecommunications)
- Death or serious illness/injury of Customer or Service Provider
- Police or emergency services preventing access to Job site

6.1.2 Cancellation Due to Extraordinary Circumstances

If a Booking cannot proceed due to extraordinary circumstances and the booking time is yet to start:

Customer may cancel:

- No cancellation fee charged
- Full refund of Payment (including Service Fee)

Service Provider may cancel:

- No penalty or rating impact

- Customer receives full refund (including Service Fee)
- Help Nearby will assist Customer in finding alternative Service Provider if practical

Either party must:

- Notify the other party as soon as reasonably practicable
- Provide evidence if requested (e.g., news reports, government notices, medical certificates, police reports)
- Attempt to reschedule rather than cancel where possible

6.1.3 Partial Completion

If a Job is partially completed before extraordinary circumstances prevent completion:

- Service Provider is entitled to payment for work completed to that point
- Customer may request refund of amount attributable to uncompleted work
- Both parties should document work completed (photos, descriptions)
- Help Nearby will facilitate fair split of Payment
- No cancellation fees apply In such a case, the booking may be placed into dispute by either party, and adequate evidence should be supplied to the platform.

6.1.4 Government Restrictions

During government * imposed restrictions (e.g., COVID lockdowns):

- Services classified as “essential” under government orders may proceed
- Non-essential Services cannot proceed - full refunds apply (no penalty to either party)
- Service Providers may offer alternatives (quotes, consultations via video call)
- Bookings may be postponed without penalty

6.1.5 Evidence Requirements

To claim extraordinary circumstances relief:

- Customer or Service Provider must provide reasonable evidence
- May include: government notices, news reports, weather warnings, medical certificates, police reports

- Help Nearby will make reasonable efforts to verify claims (e.g., checking official government websites for relevant dates and locations)

6.1.6 Not Extraordinary Circumstances

The following do NOT qualify for automatic full refunds:

- Minor weather (light rain, wind below warnings) unless Service is inherently weather
- dependent (outdoor painting, roofing)
- Personal schedule conflicts or changed plans
- Financial difficulties
- Minor illness (unless genuinely prevents presence/access)
- Traffic delays (unless roads officially closed)
- Disputes with neighbors or household members

These situations may still qualify for standard cancellation under Section 4 or 5.

7 Change Orders and Price Adjustments

Recording changes If the scope of a Job changes, the Customer and Service Provider must record the variation via a Change Order on the Platform. Both parties must agree to the Change Order through the Platform before any additional or reduced work is carried out. This ensures that any additional labour, time, or materials are clearly agreed and reflected in the Escrow Payment.

Under-quoted Jobs If a Job was significantly under-quoted based on incomplete or inaccurate information provided by the Customer, the Service Provider may propose a Change Order. If the Customer does not accept the Change Order, the Service Provider may decline to proceed with the Job.

In such cases, Help Nearby may determine whether any portion of the Escrow Payment should be paid to the Service Provider (for time, travel, or partial work) and whether any remaining balance should be refunded to the Customer.

Work performed without a Change Order If a Service Provider performs additional work that is not covered by the original Booking or an approved Change Order recorded on the Platform, Help Nearby cannot guarantee that any additional compensation for that work will be facilitated or recovered through the Platform. Any such additional compensation will be a matter for the Customer and Service Provider to resolve directly.

Alignment with Terms of Service This section 8 should be read together with section 8 of the Terms, which sets out further rules for Bookings and Change Orders.

If a Job was significantly under-quoted based on incomplete or inaccurate information provided by the Customer, the Service Provider may propose a Change Order. If the Customer does not accept the Change Order, the Service Provider may decline to proceed with the Job.

In such cases, Help Nearby may determine whether any portion of the Escrow Payment should be paid to the Service Provider (for time, travel, or partial work) and whether any remaining balance should be refunded to the Customer.

8 Completion of Jobs and Release of Funds

Recording changes. If the scope of a Job changes, the Customer and Service Provider must record the variation via a Change Order on the Platform. Both parties must agree to the Change Order through the Platform before any additional or reduced work is carried out. This ensures that any additional labour, time, or materials are clearly agreed and reflected in the Payment.

Under-quoted Jobs. If a Job was significantly under-quoted based on incomplete or inaccurate information provided by the Customer, the Service Provider may propose a Change Order. If the Customer does not accept the Change Order, the Service Provider may decline to proceed with the Job.

Work performed without a Change Order. If a Service Provider performs additional work that is not covered by the original Booking or an approved Change Order recorded on the Platform, Help Nearby cannot guarantee that any additional compensation for that work will be facilitated or recovered through the Platform. Any such additional compensation will be a matter for the Customer and Service Provider to resolve directly.

Alignment with Terms of Service. This section 7 should be read together with section 8 of the Terms, which sets out further rules for Bookings and Change Orders. If a Job was significantly under-quoted based on incomplete or inaccurate information provided by the Customer, the Service Provider may propose a Change Order. If the Customer does not accept the Change Order, the Service Provider may decline to proceed with the Job. In such cases, Help Nearby may determine whether any portion of the Payment should be paid to the Service Provider (for time, travel, or partial work) and whether any remaining balance should be refunded to the Customer.

9 Completion of Jobs and Release of Funds

9.1 Completion of Job

A Job is manually completed when:

- BOTH the Customer and Service Provider mark the Job as “Complete” in the Platform; OR
- Up to 7 days have passed since the end of the job AND a dispute has not been raised by the customer or service provider. During this time, the customer may raise a dispute. Once manually completed, and subject to any disputes raised within the timeframe in Section 9.4, the Payment will be released to the Service Provider in accordance with Section 9 of the Terms.

Once the job has been marked as complete, both the customer and service provider are stating that they are satisfied with the work that has taken place. Should an issue arise disputes can be made within 7 days or after by emailing contact@helpnearby.com.au

9.2 Deemed Completion

If:

- the Service Provider has requested completion confirmation; AND
- the Customer has not confirmed completion or raised a dispute; AND
- Help Nearby has not received any communication from either party indicating a problem;
- OR 7 days have passed since the Scheduled Completion Time and Help Nearby has not been notified of any issues; THEN the Job will be deemed completed and the Payment will be released.

9.3 Dispute Window

After Completion Even after a Job is marked as manually or deemed completed, a Customer may raise a dispute within 7 days or if later contact@helpnearby.com.au

9.4 Release Timing and Holds

Subject to the above, payments are typically released to Service Providers on the following Wednesday Help Nearby may hold payments for the duration of a dispute where:

- we reasonably suspect fraudulent activity;
- there are multiple recent disputes against the Service Provider;

- required verification documents have not been provided; or
- required by law, court order, or regulatory investigation. Service Providers will be notified of any holds and the reasons for them.

9.5 Warranty and Defects Liability

9.5.1 Implied Warranty Under ACL

Under Australian Consumer Law s60, Services must be provided with due care and skill. This creates an implied warranty that workmanship will be competent and defects will not emerge from poor work quality.

9.5.2 Express Warranties

Some Service Providers may offer express warranties on their work (e.g., “12 * month warranty on all plumbing repairs”). These warranties:

- are in addition to ACL rights (not a substitute)
- will be visible on the Service Provider’s profile or stated in Booking details
- are enforceable directly against the Service Provider

9.5.3 Timeframes for Defects Claims

The dispute windows in Section 4 are guidelines for Help Nearby’s internal payment processes. They do not limit your ACL rights. Under ACL, “reasonable time” to claim for defects depends on:

- Nature of the Service (durability expectations)
- Price paid
- Representations made
- Normal useful life of work performed Examples of reasonable timeframes:
- Urgent repairs (burst pipe): days to weeks
- Standard repairs: 30-90 days
- Renovations or structural work: months to years
- Painting, sealing, waterproofing: appears after first rain/weather event (may be months) If a defect emerges outside the dispute windows in Section 4:
- you may still have ACL rights;
- Help Nearby cannot facilitate payment recovery through our payment processes(as payments may already be released to the service provider);
- you must pursue the Service Provider directly;

- we will provide Booking records to support your claim; you may need legal assistance for claims beyond 90 days.
-

10 Disputes and Our Role

10.1 Initial Resolution Between Parties

Before contacting Help Nearby, the Customer and Service Provider should attempt to resolve any disagreement using:

- Platform messaging (creates permanent record);
- review of Booking details, photos, Change Orders; and
- good faith negotiation. Many disputes can be resolved quickly when parties communicate clearly about concerns and expectations.

10.2 Requesting Help Nearby Assistance

If you cannot resolve the matter within 3 business days, either party may request Help Nearby assistance by:

- clicking “Raise Dispute” in the Booking screen; OR
- emailing contact@helpnearby.com.au with “Cancellation Dispute” in the subject line Include:
 - Booking reference number
 - Clear description of the dispute
 - What outcome you’re seeking (refund amount, payment release, etc.)
 - Any supporting evidence (photos, receipts, messages, expert reports)

10.3 Our Investigation Process

We will: Acknowledge your dispute within 3 business day Review all available information:

- Booking details and any Change Orders
 - Platform messages between parties
 - Photos uploaded to the job
 - GPS/timestamp data (if relevant)
 - Payment and cancellation history
 - Service Provider history (ratings, complaints, previous disputes)
 - Customer history (if relevant to pattern of behavior)
 - Any external evidence provided (receipts, expert reports, police reports)
- May request additional information from either party (7 business days to respond) May conduct phone interviews with parties Aim to make a determination within 7 business days of receiving all information

10.4 Decision Criteria

Our determination will consider:

- Terms of this Policy and the Terms of Service
- Australian Consumer Law requirements
- Reasonableness and fairness to both parties
- Evidence credibility and weight
- Industry standards and practices
- Similar prior disputes and consistency We will aim for outcomes that are:
- Fair and proportionate
- Consistent with our published policies
- Protect genuine Service Providers and Customers
- Deter abuse of the Platform

10.5 Possible Outcomes

Depending on the dispute, Help Nearby may determine to:

- Release full Payment to Service Provider (no refund)
- Split Payment (partial refund, partial payment)
- Full refund to Customer (including or excluding Service Fee)
- Place temporary hold pending completion of remedial work
- Refund and provide credit for rebooking with different Service Provider
- No action if insufficient evidence or dispute is frivolous

10.6 Notification of Decision

We will notify both parties by email of our determination, including:

- Brief reasoning
- Breakdown of any split payments
- Timeline for implementation (refunds/releases)
- Information about appeal and external options ##Appeal and Review If you disagree with our determination, you may request internal review by:
- Emailing contact@helpnearby.com.au with “Dispute Appeal” in subject within 7 days
- Providing new evidence or identifying errors in our reasoning

- Requesting senior management review
- A different Help Nearby staff member will review and respond within 7 business days.

10.7 External Dispute Resolution

If you're not satisfied with our determination or internal review, you may: For Consumer disputes: Contact your state Fair Trading / Consumer Affairs agency:

- NSW: 13 32 20 | www.fairtrading.nsw.gov.au
- VIC: 1300 558 181 | www.consumer.vic.gov.au
- QLD: 13 74 68 | www.qld.gov.au/consumeraffairs
- [etc.]
- Contact ACCC (for systemic issues): 1300 302 502 | www.accc.gov.au
- NSW Civil and Administrative Tribunal (NCAT) or equivalent in your state
- Small claims court (for amounts up to \$10,000-\$20,000 depending on state)

For Service Provider disputes:

- Seek independent legal advice
- Mediation services (Resolution Institute: 1800 651 650)
- Small claims court
- Commercial arbitration (for large amounts) For Privacy complaints:
- OAIC: 1300 363 992 | www.oaic.gov.au

10.8 Nature of Our Decision

Any determination we make is solely for the purposes of:

- operating the Platform;
- facilitating payment/refund through our system;
- enforcing our Terms of Service and policies. Our determination:
- Does NOT constitute legal advice
- Does NOT constitute a binding legal decision on the parties' rights
- Does NOT prevent either party from pursuing legal remedies
- Does NOT constitute an admission of liability by Help Nearby

- MAY be used as evidence in external proceedings (but is not binding on courts) If either party commences legal proceedings, we may suspend our internal determination pending the court outcome.

10.9 Cooperation with Legal Proceedings

If either party commences proceedings in a court or tribunal:

- Notify us immediately at contact@helpnearby.com.au
 - We may hold disputed funds until we receive court orders
 - We will comply with any court orders for disclosure of records
 - We will implement any court or tribunal orders regarding payments/refunds
 - We may be joined as a party if the court considers it appropriate (though we will typically seek to be removed as we are not party to the Service contract)
-

11 Processing of Refunds

11.1 Method

Refunds will be processed to the original payment method used for the Payment:

- Credit/debit card → refund to the same card
- Bank account → refund to the nominated account
- Apple Pay/Google Pay → refund to the linked card We cannot process refunds to different payment methods due to fraud prevention requirements.

11.2 Timing

From our side (Help Nearby initiates refund):

- Standard refunds: processed within 7 business days of determination
- Complex refunds (requiring investigation): processed within 7 business days
- Disputed refunds (requiring evidence review): processed within 7 business days Banking processing time (after we initiate):
- Australian credit/debit cards: 3-10 business days
- International credit cards: 5-15 business days
- Bank transfers (direct debit): 3
- 5 business days
- PayPal/digital wallets: 3-7 business days Total timeframe:
- Typical: 7-15 business days from determination to funds in your account
- Complex: up to 25 business days If you have not received your refund within these timeframes, contact us at contact@helpnearby.com.au with your Booking reference and refund reference number.

11.3 Partial Refunds

Where only part of the Payment is refunded:

- original payment amount;
- amount being refunded;
- amount paid to Service Provider;
- any fees or deductions;
- net refund amount.

11.4 Currency and Conversion

All transactions are processed in Australian Dollars (AUD). If you paid with a foreign currency card:

- your bank converted the charge to AUD when you paid;
- the refund will be in AUD;
- your bank will convert it back to your local currency;
- exchange rates may have changed, resulting in a different amount than you originally paid;
- foreign transaction fees charged by your bank are typically non-refundable;
- Help Nearby is not responsible for currency conversion differences or bank fees.

11.5 Failed Refunds

If a refund cannot be processed because:

- your card has expired;
- your account has been closed;
- your bank rejects the refund; we will:
 - shold the refund amount for you;
 - semail you requesting updated payment details;
 - sprocess the refund within 7 business days of receiving valid details; or if you do not respond within 90 days, attempt to contact you by other means and eventually may be required to remit unclaimed funds to the relevant state unclaimed money authority.

11.6 Refund Confirmation

You can view your refund status at any time by:

- logging into your Account;
- going to “Booking History”;
- selecting the relevant Booking;
- viewing “Payment & Refund Details”. A full refund history and tax receipts (if applicable) are available in your Account.

12 Chargebacks

If a Customer initiates a chargeback or reversal of a payment with their bank or card issuer, Help Nearby and the Service Provider may be required to provide information to contest the chargeback.

Where a chargeback is upheld:

- the relevant Escrow Payment may be reversed; and
 - the Service Provider may be liable to repay any amounts previously paid out in relation to that Booking. Help Nearby may recover such amounts by deducting from future payouts or by other lawful means.
-

13 Changes to This Policy

What is a Chargeback? A chargeback occurs when a Customer disputes a payment with their bank or card issuer, and the bank reverses the payment without Help Nearby's agreement. Common chargeback reasons:

- “fraud or unauthorized transaction”
- “service not received”
- “not as described”
- “cancelled and not refunded”

13.1 Notification to Service Provider

If a Customer initiates a chargeback relating to your Booking, we will:

- notify you by email promptly/as soon as practicable;
- provide details of the chargeback reason;
- request any evidence you have to contest it (e.g., completion photos, signed receipts, communication logs, access timestamps);
- give you 7 days to respond with evidence.

13.2 Contesting the Chargeback

We will submit your evidence to Stripe and the card networks to contest the chargeback. The decision is made by the Customer's bank or card network, not by Help Nearby. Chargeback outcomes:

- Upheld (bank sides with Customer-payment reversed)
- Overturned (bank sides with Service Provider-payment stands)
- Partial (bank splits the amount)

13.3 If Chargeback is Upheld

If a chargeback is upheld and you have already received the payout:

- you must reimburse Help Nearby for the chargeback amount; plus
- any chargeback processing fee charged by Stripe (typically \$15
- 25). We will:
- notify you of the amount owing;
- provide 30 days for you to pay by bank transfer or credit card; or
- with your consent, deduct from future payouts. If you dispute the chargeback decision, you may:

- request that we review the matter under Section 9 (internal dispute process);
- pursue the Customer directly for payment (though we recommend legal advice first);
- seek independent legal recourse.

13.4 Recovery from Future Payouts

We may only deduct chargeback amounts from future payouts if:

- you have consented to this deduction method; or
- you have not responded to payment requests within 30 days; or
- you have agreed to automatic deduction in your Service Provider agreement. We will notify you before making any deduction, including:
 - the amount to be deducted;
 - which future payout(s) will be affected;
 - your right to dispute the deduction.

13.5 Repeat Chargebacks

If you receive multiple chargebacks, we may:

- conduct a review of your Account;
- temporarily hold payments for longer periods (up to 30 days after completion);
- require additional evidence of work for each Job; or
- suspend or terminate your Account if we reasonably believe you are:
 - not performing Services as agreed;
 - engaging in misleading conduct; or
 - contributing to fraudulent chargebacks. You have a right to respond to any such investigation before account-level action is taken. ## Fraudulent Chargebacks If you believe a Customer has initiated a fraudulent chargeback (e.g., they received the Service but falsely claimed they didn't), you should:
 - provide all available evidence to Help Nearby and Stripe;
 - consider reporting the matter to local police if you believe fraud has occurred; and

- seek independent legal advice about pursuing the Customer for payment. Help Nearby does not guarantee recovery of fraudulent chargebacks but will assist by providing Booking records, messages, and other Platform data to support your case.
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14 Goodwill Refunds and Credits

14.1 Discretionary Refunds

In some circumstances, Help Nearby may provide a refund, credit, or compensation even where this Policy does not strictly require it. These are called “goodwill” refunds and may be offered when:

- there was a genuine misunderstanding or miscommunication
- Platform technical issues contributed to the problem
- the situation is extraordinary and warrants compassion
- it’s a first
- time issue for an otherwise excellent customer/provider
- the cost of disputing exceeds the amount in question

Goodwill refunds:

- are entirely at Help Nearby’s discretion
- do NOT constitute an admission of liability
- do NOT set a precedent for future claims
- may be offered as Platform credit rather than monetary refund

14.2 Platform Credits

Where offered, Platform credits:

- can be used for future Bookings on Help Nearby
- have expiry dates (typically 12 months from issue)
- are non-transferable and have no cash value
- cannot be refunded to your payment method except where required by law, including ACL consumer guarantees
- will be applied automatically to your next Booking
- may have terms and conditions attached (e.g., “cannot be used with other promotions”)

14.3 Compensation for Platform Failures

If Help Nearby’s Platform experiences technical issues that:

- prevent you from cancelling a Booking within the appropriate timeframe
- cause incorrect pricing or Booking details

- prevent communication between parties
- result in payment processing errors

we may provide compensation including:

- waiving cancellation fees
- refunding Service Fees
- providing credits for future use
- adjusting payment splits in your favor

To claim compensation for Platform failures:

- document the issue (screenshots, error messages, timestamps)
 - contact contact@helpnearby.com.au immediately
 - describe the impact on your Booking
 - provide evidence that reasonable attempts were made to resolve the issue
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15 Changes to This Policy

We may update this Policy from time to time to reflect changes in our processes, the Platform, or applicable laws. When we do, we will update the “Last updated” date at the top of this document. If we make material changes, we will take reasonable steps to notify you (for example, by email, in-app notice, or updating the “Last updated” date above) within 30 days. Your continued use of the Platform after any update to this Policy constitutes your acceptance of the revised Policy.

16 Contact Us

If you have any questions about this Policy, or wish to raise a concern about a cancellation or refund, please contact us:

Help Nearby Pty Ltd

Unit 2201

10 Atchison Street

St Leonards NSW 2065

Australia

Email: contact@helpnearby.com.au

End of Cancellation & Refund Policy