

Terms and Conditions

Extra Hands With Extra Love



1. OUTLINE

- 1.1 **Application:** These terms and conditions (**Terms**) apply to the supply of all Services by us to you. You acknowledge that certain Services may be subject to additional terms and conditions, including but not limited to any special offers, packages or bespoke agreements, which will be provided to you where applicable.
- 1.2 **Agreement:** The Agreement between us with respect to the Services comprises:
- 1.2.1 these Terms;
 - 1.2.2 any additional terms and conditions (referred to in clause 1.1) provided to you from time to time;
 - 1.2.3 the terms of the relevant Quote;
 - 1.2.4 the terms of any annexures or attachments to a Quote (including for this purpose any document, attachment or scope of work).
- 1.3 **Acceptance:** You accept these Terms when:
- 1.3.1 you make an appointment with us;
 - 1.3.2 you attend an appointment with us for the provision of the Services;
 - 1.3.3 you request us to provide any Service;
 - 1.3.4 you accept a Quote (if it has not been withdrawn by us) that by its terms is expressed to be capable of acceptance;
 - 1.3.5 you accept delivery of, or any part of, the Services; or
 - 1.3.6 you make Payment, or partial Payment, for any Services supplied by us, whichever occurs first.

2. SUPPLY OF SERVICES

- 2.1 **Consent / Questionnaire Forms:** Prior to us providing you with any Services, you may be required to sign a Consent Form and/or complete a Questionnaire to enable us to perform the Services. If we require a Consent Form to be signed by you, we will not provide you with any Services until we receive the signed Consent Form from you. We will not be liable for any loss or damage suffered by you to the extent that matter is set out in the Consent Form.
- 2.2 **Services:** In utilising our Services, you may delegate to us certain authority or request us to provide information, recommendations, suggestions or make purchasing or other decisions on your behalf in relation to any of your personal needs (including but not limited to appointment making, purchasing items, assisting with events, supporting activities, acquiring third party goods and services). You acknowledge and agree that:
- 2.2.1 while we will take all reasonable care, we are not liable for the accuracy or quality of such information, recommendations, suggestions, or purchases (although we will retain receipts) and you accept any risks and liability associated with applicable returns or refund policies. If you wish to be able to return items, please flag this with us in your instructions and ensure you have checked applicable returns and refund policies;
 - 2.2.2 we will inform you from time-to-time of the type and nature of Services that we offer (and can agree specific needs with you), but shall not be liable to you in the event that a request for Services are made and cannot be completed for any reason (including but not limited to due to unavailability of items requested).
- 2.3 **Additional services:** If we are requested to undertake additional and/or alternative services which fall outside an existing Quote, scope of work or instructions as set out in the Quote or any other form of correspondence, we will provide you with an updated Quote or where appropriate, update or notify you of any change to Fees and costs in writing. (by email, text message or such other appropriate method) for the additional services as soon as reasonably practicable. You may request us to provide additional ad hoc assistance and other services at any time. Such additional Services will be undertaken in accordance with these Terms and current pricing schedule on our website or as otherwise advised to you by us.
- 2.4 **Right to refuse:** We reserve the right to refuse a request in the course of the Services if, in our opinion (or the opinion of the Lifestyle Concierge), the request is unlawful, may be for an unlawful purpose or may adversely affect our reputation.
- 2.5 **Completion of Services:** We will provide you with confirmation via text message, email or other appropriate form of communication once the Services you requested have been completed.
- 2.6 **Insurance:** You must ensure that, where you require us to drive or be a passenger in your vehicle as part of the Services, you hold and maintain a current motor vehicle registration, compulsory and comprehensive third party insurance. You acknowledge and agree that you are responsible for obtaining all relevant and prudent insurances in relation to the Services you have requested, and you acknowledge that we do not hold event or professional indemnity insurance (and as such do not provide cover for any event cancellations or related claims). We hold Public Liability insurance relevant to the nature of our Services, and can provide a copy of our certificate of currency on request.

3. PRICING

- 3.1 **Requesting a Quote:** You may request a Quote from us relating to the potential supply of Services.
- 3.2 **Providing a Quote:** We may provide you a Quote for the potential supply of Services. The Quote may include the price, quantity, type of Services and other relevant details relating to the Services. In some cases our Quote may include an estimate or range of fees where it is not possible to specify in advance the time it will take to complete the Services requested. We will use our best endeavours to complete all Services as promptly and efficiently as possible.
- 3.3 **Pricing:** The Services will be supplied in accordance with the current price list (or hourly rates) advertised or issued by us from time-to-time (including any advertised specials, packages or promotional offers). Where no price list is issued, pricing will be as per our Website, or as otherwise agreed by us in writing or verbally. We reserve the right to vary our prices at any time in our absolute discretion. Weekend and public holiday surcharges may apply.
- 3.4 **Disbursements and Expenses:** You acknowledge and agree to reimburse us (or for expenditure over \$100 or otherwise if requested by us provide us with an upfront retainer) for any out of pocket costs, charges, fees, expenses or liabilities incurred on your behalf. Once the Service is completed, we will refund any remaining balance of monies advanced for expenses or advise of any additional costs or expenses incurred (with receipts), as applicable.
- 3.5 **Travel:** We reserve the right to charge reasonable travel costs and expenses as specified on our Quote or Website.

4. PAYMENT

- 4.1 **Upfront Fees:** If specified in the Quote, you may be required to pay our Fees (and any anticipated out of pocket costs and disbursements) in advance prior to commencement of the Services. We reserve the right to cease or suspend work pending receipt.
- 4.2 **Deposit:** A deposit equal to 50% of the Service Fees (plus any estimated out of pocket costs and disbursements) must be paid at the time of securing any Service.
- 4.3 **Invoices:** We will issue you an itemised Payment receipt (or Invoice, on request) for any Service after delivery of the Services.



4.4 **Payment terms:** You must make all Payments for Services within 7 days from the date of our Invoice. For the avoidance of doubt, we do not permit credit or other extended payment terms.

4.5 **Disbursements:** You will pay us all disbursements and other out-of-pocket costs incurred by us in the provision of Goods and/or Services to you. This may include travel or other costs.

4.6 **Payment method:** You must make all Payments by bank transfer only into the account nominated by us in writing from time to time.

5. CANCELLATION FEES

5.1 **Cancellation:** You may change or cancel any Service appointment without charge up to 72 hours prior to the scheduled Service appointment.

5.2 **Cancellation fees:** If you fail to notify us of any change to or cancellation of a Service (or fail to provide us the required access or other necessary instructions to perform the booked Service) within 72 hours of the scheduled Service you acknowledge and agree that the Fees will be charged in full.

5.3 **Cancellation 72 to 24 hours:** If you make any change to or cancel a Service between 72 and 24 hours prior to the time the Service was booked, you will be charged a cancellation fee equal to 50% of the Service Fees payable in respect of that Service. If the total amount already paid by you is less than the cancellation fee payable, you must pay to us the outstanding amount of the cancellation fee payable within seven days of the date of cancellation of the Service.

5.4 **Cancellation within 24 hours:** If you make any change to or cancel a Service less than 24 hours prior to the time the Service was booked, you will be charged a cancellation fee equal to the total Service Fees payable in respect of that Service. If the total Fees payable by you in respect of that Service have not already been paid, you must pay to us the outstanding amount of those Service Fees within seven days of the date of cancellation of the Service.

5.5 **Cancellation by us:** We reserve the right to cancel your appointment or Service at any time in our sole and absolute discretion. If any appointment or Service is cancelled by us and is not rescheduled, we will refund any Fees paid to us by you in respect of that Service. You acknowledge and agree that this includes but is not limited to any cancellation or rescheduling of appointments due to the coronavirus pandemic, government orders, closures or any other circumstances outside our control.

5.6 **Incurred costs:** Regardless of the timing of your cancellation, you acknowledge and agree that you will be liable for any costs, disbursements, expenses or Fees already incurred as at the date of cancellation where the Services (or preparations for the Services requested) have been partially performed or completed. We will use our best endeavours to mitigate such costs and expenses where possible, and where applicable, items pre-purchased on your behalf will be provided to you so that you may arrange refunds (if available) unless otherwise agreed.

6. PAYMENT DEFAULT

6.1 **Default Interest:** If you fail to make a Payment in accordance with clause 4 (*Payment*) or clause 5 (*Cancellation Fees*), we may charge Default Interest at the rate of 3% per calendar month.

6.2 **Payment of Default Interest:** Default Interest pursuant to clause 6.1 shall be:

6.2.1 payable on demand; and

6.2.2 calculated daily from the due date to the actual date the Payment is made in full.

6.3 **Costs of enforcement:** We may recover from you any costs we incur to collect any Payment.

6.4 **No set off:** You may not set off against any Payment any claims which you may have against us.

6.5 **Default Interest amount credited first:** Any Payment you make to us shall first be credited against any Default Interest accrued pursuant to this clause 6 to the actual date of Payment.

7. GIFT CERTIFICATES

Gift certificates

7.1 You may purchase a gift certificate from us which may be used to purchase Services from us. By purchasing a gift certificate from us you agree that these Terms apply to the use of the gift certificate.

7.2 We may refuse to issue a gift certificate to you or any other person at any time and for any reason.

7.3 Gift certificate cannot be refunded or redeemed for cash.

7.4 You acknowledge and agree that any person holding the gift certificate can use the gift certificate for the purpose of acquiring Services and you must keep the gift certificates secure at all times.

7.5 If your gift certificate is lost or stolen, you must report this to us immediately. We are not liable for any loss suffered by you as a result of a lost or stolen gift certificate.

7.5.1 The gift certificate will expire 3 years from the date of issue at which time the gift certificate will no longer be valid.

8. EXCLUSIONS + LIMITATIONS

8.1 **ACL exception:** The exclusions and limitations in this clause 8 are subject to clause 9 (*Statutory Rights*).

8.2 **Excluded rights:** All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), relating to these Terms, that are not contained in it, are excluded to the fullest extent permitted by law.

8.3 **Limitations:** No warranty is given and we will not be liable for:

In the case of Services

8.3.1 interference with our Services for which we are not responsible;

8.3.2 damage or loss caused by unusual or non-recommended use of our Services;

8.3.3 damage or loss associated with any inherent risk associated with the Services including but not limited to any risk disclosed to you in a Consent Form or at the time of undertaking the Services or otherwise performed with your express consent and/or instructions;

8.3.4 damage or loss caused by any false or misleading information provided by you or failure by you to provide us with relevant personal or medical information;

8.3.5 damage or loss caused by your failure to take, or refrain from taking, any action recommended by us in respect of the Services provided;

8.3.6 loss caused by any factors beyond our control.

8.4 **Indirect loss:** We will not be liable for any special, indirect, consequential or economic loss or damage or loss of profits (in contract or tort or arising from any other cause of action) suffered by you or any other person resulting from any act or omission by us (including breach, termination or non-observance of these Terms).

8.5 **Total liability:** Our total liability for breach of these Terms or breach of our contractual obligations or duties at law or in equity (however arising) is limited at our option to:



In the case of Services

- 8.5.1 the supply of the Services again; or
- 8.5.2 the payment of the cost of having the Services supplied again.

8.6 **No reliance:** You agree that you have and will make your own assessment of the fitness for purpose and suitability of any Services supplied to you, and acknowledge that (where required) you have been informed of the risks associated with any Services by your Lifestyle Concierge or as otherwise set out in an applicable Consent Form.

8.7 **Third party work:** If we obtain goods or services from a third party in providing the Services (for example, a contractor, trade, retailer or otherwise):

- 8.7.1 we will not be liable for any breach of these Terms if that breach is as a result of or is connected with the supply by a third party of such goods or services;
- 8.7.2 we acquire such goods or services as agent for you not as principal and will have no liability to you regarding the supply of these goods or services;
- 8.7.3 any claim by you regarding the supply of such goods or services must be made directly against that third party; and
- 8.7.4 you must pay for such goods or services from the third party plus the cost of or relevant fee for us performing such Services as agent for you (whether separately identified or not). You do not require us to account to you for any commissions or benefits we may receive from such a third party supplier in connection with the supply of such goods or services to you and authorise us to contract on your behalf as we think fit.

8.8 We give no warranty in respect of any goods or services that are supplied or carried out or provided to you by a third party even where forming part of the Services. Any warranties or other rights will be governed by the terms of supply by that provider to you and relevant laws.

9. STATUTORY RIGHTS

9.1 **ACL rights:** In circumstances where you are acquiring Services from us as a 'consumer' for the purposes of (and as defined in section 3 of Schedule 2 of) the ACL, we acknowledge and agree that certain statutory guarantees and rights shall apply to you as provided by relevant laws but subject to the Terms as applicable and where permitted by relevant laws.

9.2 **No restriction:** Nothing in an Agreement excludes, restricts or modifies any condition, warranty, statutory guarantee, right or remedy implied or imposed by common law, statute or regulation which cannot be lawfully excluded, restricted or modified, which may include the ACL and corresponding provisions and relevant laws of State or Territory legislation containing implied terms and/or statutory guarantees which operate to protect the purchasers of goods and services in various circumstances.

9.3 **Unfair contract:** If section 23 of the ACL applies to any provisions of these Terms, any such provision(s) shall be void to the extent it is/they are unfair within the meaning of section 24 of the ACL.

10. INTELLECTUAL PROPERTY & CONFIDENTIALITY

10.1 **Our intellectual property:** All of our Intellectual Property Rights in and relating to our business and the supply of the Services, remains our property and shall not be transferred, assigned, licensed, reproduced, disclosed or otherwise given to any other person by you without our prior written consent.

10.2 **Confidentiality:** You must keep confidential and shall not use any of our confidential information without our prior written consent. We will maintain in a secure manner all confidential information imparted to us in connection with the Services. We will not, without your authority, disclose to another client or any other person confidential information or knowledge obtained by us as a result of acting for you.

10.3 **Social Media:** You consent to us sharing de-identified pictures, videos, images, information regarding our Services provided to you, testimonials and other materials in connection with the Services on our social media, Website and for general advertising purposes on an anonymous basis. We will only publicly share identifiable materials, images and information (including the fact that you are a client) with your prior consent. In special cases, such as where you do not wish others to know you have used our Service to perform a task, please let us know prior to the Service if you do not wish us to put your Service on social media.

11. PRIVACY

11.1 You acknowledge and agree that we will collect *personal information* from you, some of which may relate to your medical history and other health information (*sensitive information*), in order to provide, the Services. You consent to the collection and use of all such information but may opt out at any time.

11.2 The information that we collect from you may be provided to our contractors, staff and other service providers.

11.3 In order to provide you with some Services, we may require access to or certain your medical records, history or health information. By accepting the terms of this Agreement you authorise us to review and obtain a copy of your medical records, but only to the extent relevant and necessary for the provision of the Services.

You authorise us to use your *personal information* for direct marketing purposes in order to notify you of special offers, packages or other services that may be of interest to you from time to time. Where you request us to, as part of the Service, liaise with third party service providers, retailers, individuals or businesses, we may provide our contact information or marketing materials to those third parties in order to promote our Services (unless you request otherwise).

12. GENERAL

12.1 **Indemnity:** You agree to indemnify and keep us indemnified in respect of all claims damages, losses, costs and expenses (including legal costs) that we may incur as a result of your breach or alleged breach of these Terms, any act or omission of a third party, any personal injury, property damage or death arising from our performance of the Services (including but not limited to on your premises), your negligence, or any acts or omissions by you, your employees, contractors, officers and agents.

12.2 **Termination:** If a Default Event occurs:

- 12.2.1 we may, without limiting any other right we have under these Terms, terminate any contract for the supply of Services to you; and
- 12.2.2 all Payments and any other monies due under these Terms become immediately payable.

12.3 **Lawful purpose:** You must ensure the Services are used only for lawful purposes and in accordance with applicable laws.

12.4 **Binding:** These Terms bind our successors, administrators and permitted assigns and your executors and permitted assigns or your successors, administrators and permitted assigns (as applicable).

12.5 **Assignment:** We may without notice to you assign, transfer and/or sub-contract our rights and/or obligations (in whole or in part) under these Terms. You may not assign, transfer, hold on trust or otherwise delegate any of your rights or obligations under these Terms without our prior written consent.

12.6 **Time of the essence:** Time is of the essence for any date or period under these Terms.

12.7 **New Terms:** If we vary these Terms or adopt new terms and conditions for the sale of Services:

- 12.7.1 we will publish the updated terms and conditions on our website at <http://extrahandswithextr.wixsite.com/website>; and



- 12.7.2 they will apply to the subsequent supply of Services.
- 12.8 **Force Majeure:** If a Force Majeure Event occurs, we may:
- 12.8.1 totally or partially suspend any Services during any period in which we may be hindered due to that Force Majeure Event; and
- 12.8.2 elect to extend at our discretion the period for performance of an obligation under these Terms as is reasonable in all the circumstances.
- 12.9 **Severability:** Each clause in these Terms is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.
- 12.10 **Waiver:** No failure, delay, relation or indulgence on our part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.
- 12.11 **Governing law:** These Terms shall be governed by the laws of the State of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of the State of New South Wales.
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13. INTERPRETATION + DEFINITIONS

- 13.1 **Personal pronouns:** Except where the context otherwise provides or requires:
- 13.1.1 the terms **we, us** or **our** refers to **TAMARA JAYNE WHITWORTH (TRADING AS EXTRA HANDS WITH EXTRA LOVE)** (ABN 91 636 552 126); and
- 13.1.2 the terms **you** or **your** refers to any person or entity to whom we supply Services and agrees (by conduct, notice or otherwise) to be bound by these Terms, including any related company, related party, officer and authorised person of the relevant person.
- 13.2 **Defined terms:** In these Terms, unless otherwise provided, the following terms shall have their meaning as specified:
- ACL** means the Australian Consumer Law under the *Consumer and Competition Act 2010* (Cth) as amended.
- Consent Form** means any consent form or waiver required to be signed by you prior to any Services being provided to you.
- Default Event** means any one of the following events:
- (a) you fail to make any payment when due, whether for the Services or otherwise;
- (b) if you are a person – you become an *insolvent under administration*;
- (c) if you are a body corporate – you become an *externally administered body corporate*;
- (d) proceedings or applications are commenced or made for the appointment of any persons listed in items (b) or (c) above; or
- (e) a mortgagee or their agent enters into possession of your assets.
- Default Interest** means as defined in clause 6.
- Deposit** means any deposit paid in advance of any Service.
- Force Majeure Event** means circumstances beyond our reasonable control, which shall include, but not be limited to compliance with any laws, regulations, orders, acts, instructions or priority request of any government, or any department or agency, civil or military authority, acts of God, acts of the public enemy, your acts or omissions, fires, floods, strikes, lockouts, embargoes, wars, epidemic, labour or material shortages, riots, insurrections, defaults of our suppliers or subcontractors, delays in transportation, Service delivery delays, loss or damage in transit or a pandemic.
- GST** and **GST Law** mean as defined in the *A New Tax System (Products and Services Tax) Act 1999* (Cth).
- Intellectual Property Rights** means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trade marks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights which currently exist and/or are recognised in the future.
- Invoice** unless otherwise agreed means the invoice issued upon the delivery of the Services to you.
- Lifestyle Concierge** means our employee, director, officer, agent, contractor or representative assigned to provide the Service to you.
- Payment** means payment of any amount relating to Services in accordance with these Terms.
- Services** means any service we provide from time to time, including lifestyle services and any other services specified on our Website, offered or performed by us from time to time.
- Fees** means the fees payable in respect of a Service as specified in a Quote, on our Website, current price list, or as otherwise advised by us from time to time.
- Terms** means these terms and conditions.